



PROJECT: DCSD 2021 CIP - Parker Package

CONTRACTOR: Weber Industries, LLC

DATE: June 1, 2021

CHANGE ORDER #: 1

This contract shall be changed as follows:

CHANGES:

1. CO #01 Mobile Electrical Capacity Increase - Pine Lane Intermediate (North)	\$73,276.00
2.	\$0.00
3.	\$0.00
4.	\$0.00
5.	\$0.00

TOTAL CHANGE ORDER: \$73,276.00

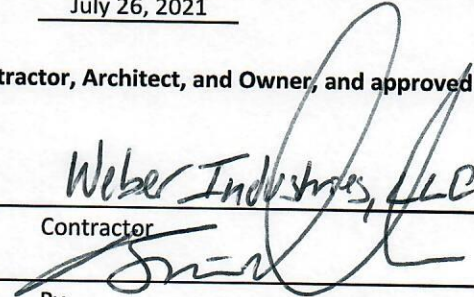
By signing below the contractor acknowledges acceptance of this change order as full compensation to the contractor for all costs related in any way to this work and its effect on other work already contracted for.

CONTRACT STATUS:

Original Contract Sum	\$338,510.00
Previous Change Orders	\$0.00
Current Contract	\$338,510.00
This Change Order	\$73,276.00
NEW CONTRACT TOTAL	\$411,786.00

The Contract time will be extended by 0 calendar days. Therefore, the date of Substantial Completion as of the date of this Change Order is July 26, 2021

NOT VALID until signed by the Contractor, Architect, and Owner, and approved by the School District's Board of Education (if applicable).

	<u>Weber Industries, LLC</u>	Douglas County School District
Consultant	Contractor	
By	By 	By
Date	Date <u>6-1-21</u>	Date

Weber Industries, LLC

Date: 5/25/2021
Contract Date:

To: Douglas County School Dist
701 Prairie Hawk Dr.
Castle Rock, CO 80109

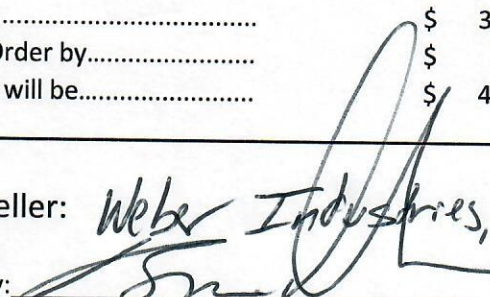
Project: Pine Lane N. Mobile Classrooms
Change Order # 1

Item No.	Description	Amount
The Purchase Order is hereby revised by the following items:		
1	Increase electrical capacity for mobiles including: Provide and install a new 480 to 120/208v transformer near new mobile building location sufficiently sized to provide power to the new mobiles Provide and install a 120/208V distribution system to feed new mobiles. Provide and install new feeder from existing Gym building distribution system to supply new transformer with no more than 3% voltage drop. Provide and install a new bucket in existing Gym building main distribution board. Price includes all trenching, back fill and underground boring needed.	\$ 64,181.00
2	Disconnect and remove the listed equipment when mobiles are removed	\$ 9,095.00
Sub total		\$ 73,276.00

Not valid until signed by both Buyer and Seller
Signature of the Buyer indicates agreement herewith, including any adjustments in the Purchase order sum and Purchase order time

The Original Purchase Price sum was.....	\$ 338,510.00
Net change by previously authorized Change Order.....	\$ -
The Purchase Price sum prior to this Change Order.....	\$ 338,510.00
The Purchase Price sum will be adjusted by this Change Order by.....	\$ 73,276.00
The new Purchase Price sum including this Change Order will be.....	\$ 411,786.00

Buyer: _____
By: _____
Date: _____

Seller: *Weber Industries, LLC*
By: 
Date: 6-1-21



Kelly Electrical Services, Inc.

March 22, 2021

Weber Industries, LLC
1563 Lafayette St.
Denver, Co 80218

Attention:	Brian Weber	Phone: (208) 322-6911
Quote Number:	K211072-CO # 2	Email: weberind@gmail.com
Project Location:	DCSD – Pine Lane Elem. North – 6485 Ponderosa Dr. Parker, Co	
Scope of Work:	Increase service capacity for mobiles	
Quote Amount:	\$ 57,763.00	<i>See Payment Terms under Terms and Conditions</i>
Add Alt# 1:	\$ 8,185.00	

Kelly Electrical Services proposes the following work for the above referenced project location:

- 1) Provide and install a new 480 to 120/208V transformer near new mobile building location sufficiently sized to provide power to the new mobiles.
- 2) Provide and install a 120/208V distribution system to feed new mobiles.
- 3) Provide and install a new feeder from existing Gym building distribution system to supply new transformer with no more than 3% voltage drop.
- 4) Provide and install a new bucket in existing Gym Building main distribution board.
- 5) Proposal includes all trenching, back fill and underground boring needed for the above installation.

Add Alt # 1: \$ 8,85.00 Disconnect and removal Initial here to accept _____

- 1) Disconnect and remove the listed equipment above when mobiles are being removed.

Terms and conditions of this quote:

- 1) This quote ***excludes*** the following:
 - a. Any taxes or bond fees
 - b. Any engineered electrical drawings
 - c. Any repairs and/or cross over wiring in mobiles.
 - d. Any fire alarm wiring, devices and/or installation
 - e. Any voice, data, PA and/or security, cabling, devices and/or terminations.
 - f. Any repairs to private utilities
 - g. Any electrical testing and/or certifications
 - h. Any work not specifically listed above
- 2) This quote is based on current material availability and pricing. In the event of significant delays or price increases of material occurring during the performance of the contract through no fault of the contractor, the contract sum, time of performance or contract requirements will be equitably adjusted by change order in accordance with the procedures of the contract documents.
- 3) Any alterations to the above scope of work and/or the supplied prints may result in a change order and will be billed in addition to this quote.
- 4) It is the responsibility of the Customer or Building Owner to notify Kelly Electrical Services in writing of the presence of asbestos or any other hazardous materials that may be located at the job site prior to the start of the project.
- 5) All work to be done during normal business hours: Monday through Friday, 8:00 a.m. to 4:00 p.m.

Quote Number: K211072 – CO # 2
Project Location: DCSD – Pine Lane Elem. North – 6485 Ponderosa Dr. Parker, Co
Scope of Work: Electrical for mobile classroom buildings

Terms and conditions of this quote continued:

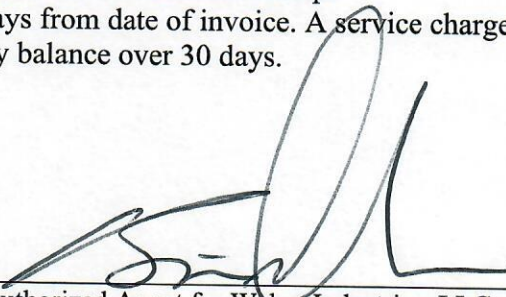
- 6) This contract may be subject to change if not accepted within 15 days of quote date.
- 7) This contractor shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and/or equipment specified or supplied by others.
- 8) Signature by or on behalf of customer below constitutes agreement to the additional terms and conditions on reverse side of this proposal/contract. A signed copy of this contract must be received by KES prior to start of work.
- 9) A signed contract or copy of this quote must be received by KES prior to start of any work. If you are faxing a signed contract to KES, please call to confirm receipt.
- 10) Payment Schedule: Payment is due Net 30 days from date of invoice. A service charge of 1.25% (15% per annum) may be added to any balance over 30 days.

Sincerely,

KELLY ELECTRICAL SERVICES, INC.

By: _____
Paul Parsons

Date: _____

By:  _____
Authorized Agent for Weber Industries, LLC

Date: 6-1-21 _____

Additional Contract Terms and Conditions

Late Payment Interest: In the event of non-payment of any sums due KELLY as herein provided for and in Change Orders, if any, relating to the Project herein described, CUSTOMER agrees to pay interest on such sums from the date due as above described until paid to KELLY at the rate of twenty four percent (24%) per annum as well as any and all costs of collection incurred by KELLY, including, but not limited to, reasonable attorney's fees whether or not suite is brought to affect such collection.

Exclusions: This Contract excludes the following: a) Any work not specifically listed on the front of this Contract; b) Any blueprints or engineered drawings, unless otherwise specified in this Contract; c) Any additional work that may be ordered by the building department having jurisdiction over the site of the Project; d) Any fees incurred from and/or additional work generated by utility providers to the site of the Project; e) Any repairs, alterations, or replacement of private underground utilities that may be damaged as a result of excavating, saw cutting, jack hammering, etc.

Conditions: a) KELLY will not be held liable for any damages that may be caused by pre-existing conditions of CUSTOMER'S property (i.e. light poles, anchors, concrete, pole light caissons, etc.); b) If repairs to private underground utilities are requested by CUSTOMER, all repairs will be billed in addition to this Contract; c) CUSTOMER is responsible for clearly marking any private underground utilities with marking paint, flags and/or whisksers prior to the start of the Project.

Certificate of Substantial Completion: As part of the consideration for the work of KELLY on the Project, CUSTOMER agrees, upon the request of KELLY, to execute a Certificate of Substantial Completion in the form submitted by KELLY upon substantial completion of the Project herein described.

Force Majeure: No failure nor commission by either party in the performance of any obligation pursuant to this acceptance shall be deemed a breach of this Acceptance or create any liability if the same shall arise from any cause beyond the reasonable control of a party, including but not restricted to, acts of God, fire, storm, flood, earthquake, riots, strikes or other work stoppage, war, difficulties arising from any energy shortage, raw material shortage or governmental acts or guidelines, or other cause beyond the control of KELLY. A party whose performance is affected by said conditions shall promptly inform the other of the details of such cause and shall endeavor to rapidly remedy the cause, if within their ability to do so, and resume its obligations as soon as possible after such cause shall have been removed.

Remedies: If written notice of defects or non-performance by KELLY of this Contract or any part hereof has not been received by KELLY within the earlier of: a) fifteen (15) days of receipt by KELLY of a Certificate of Substantial Completion; or, b) KELLY advises it has completed the Project/work described in the aforesaid Contract, then the Project and the work performed in conjunction therewith shall be deemed to have been unqualifiedly accepted by CUSTOMER, and that CUSTOMER has waived any and all claims with respect to said Project/work and material and performance by KELLY of this Contract. No such claims against KELLY of any kind shall be valid except those raised in writing by CUSTOMER during performance by KELLY of this Contract or as set forth herein. On no account shall KELLY be liable to CUSTOMER for consequential damages and liability of CUSTOMER as to any claim for any loss or damages arising out of, connected with, or resulting from the Project/work performed by KELLY and in no case shall any liability of KELLY exceed the price of the Project to which the claim relates.

Warranty: Work includes a 90 day labor warranty on workmanship unless stated otherwise in Contract. Warranties on materials furnished by KELLY are limited to the manufacturer's warranty and do not cover the following items which include, but are not limited to, abuse, neglect, alterations or damage caused by others.

Material: If materials for this Project/work are ordered and then cancelled before CUSTOMER takes possession, CUSTOMER is responsible for any restocking costs and inbound and returned shipping charges to KELLY. If parts are manufactured to the CUSTOMER'S prints or specifications, CUSTOMER is responsible for the entire value of the order as soon as production of said items has begun. KELLY will retain title to any equipment or material that may be furnished until final payment is made and if settlement is not made as

agreed, KELLY shall have the right to remove same and KELLY will be held harmless for any damages resulting from the removal thereof.

Returned Checks: There shall be a charge of \$50.00 per check for any returned checks as liquidated damages and collection under Colorado Revised Statutes Chapter 13, Section 21-109.

Assignment and Delegation: The CUSTOMER may not assign any rights or interest to this Contract without the written prior approval of KELLY. No delegation of any obligation owed KELLY nor the performance of any obligation of CUSTOMER to KELLY shall be made without KELLY'S prior written consent.

Indemnification: CUSTOMER agrees to indemnify and hold KELLY harmless from any and all costs (including attorneys' fees), expenses and damages resulting from any claim brought against KELLY by virtue of any negligence or fault of CUSTOMER including, but not limited to, claims for personal injury.

Dispute Resolution: For and in further consideration for the work performed by KELLY, the CUSTOMER herein named further agrees that any disputes arising out of the subject matter of the project which is subject to this acceptance if unable to be resolved between the CUSTOMER and KELLY, (except to collect liquidated sums due KELLY from CUSTOMER, which liquidated sums may be sought by court action), shall be resolved by binding arbitration initiated by either CUSTOMER or KELLY and pursuant to the Fast Track Construction Arbitration Rules of the American Arbitration Association (AAA) in the metropolitan area of Denver, Colorado, to be conducted by a sole arbitrator appointed by the AAA. All costs, including reasonable attorneys' fees incurred in such arbitration may be included in the award of such arbitrator.

Waiver/Severability: Any delay, waiver or omission by either party to exercise any right or power arising from any breach or default by the other party of any of the terms, provisions or covenants of the Acceptance shall not be construed, except as herein otherwise set forth, as a waiver by either party of any subsequent breach or default of the same or any other terms, provisions or covenants by the other party. Should any provision hereof be deemed contrary to the law of any place where it is proposed to be enforced, such provision shall be deemed severable from this Acceptance and not affect the enforceability of the balance of this Acceptance.

Governing Law: This Acceptance and the legal relations between the parties hereto shall be construed in accordance with the laws of Colorado.

Entire Agreement/Amendments: This Acceptance constitutes the entire and final binding agreement between KELLY and CUSTOMER with respect to the Project (i.e. work and materials) itemized on the front of this form and supersedes any and all prior orders and agreements between the parties, either verbal or written. Any alteration or deviation from the provisions on the front of this Contract and this page will be valid only if made upon a written Change Order signed on behalf of CUSTOMER and KELLY and will be subject to extra charges over and above the amount set forth above. This Contract, which shall become a Contract between KELLY and CUSTOMER upon signature by the CUSTOMER is subject to the Force Majeure provisions hereinabove set forth. Copies of this document disclosing signatures of the parties hereto shall have the legal effect of an original.

Hazardous Materials: a) Unless specified differently, any lamps, ballasts or fixtures that may contain hazardous materials or PCB's will be left at the CUSTOMER'S facility and it will be the responsibility of the CUSTOMER to provide proper disposal or recycling; b) It is the CUSTOMER'S responsibility to notify KELLY in writing of the presence of asbestos or any other hazardous materials that may be located at the job site prior to the start of work. KELLY is not responsible for any hazardous materials testing, abatement or removal.

Paragraph titles in this Acceptance are inserted as a matter of convenience and shall not be interpreted to limit or extend the scope of this Acceptance.