

DES Energy Program COP-FA Coversheet

Client Name Lewis County Jail Energy Upgrades
 Project Number #2022-222
 COP/FA Number 2
 Project Title #2022-222 Lewis County Jail Energy Upgrades
 Date 10/16/2023

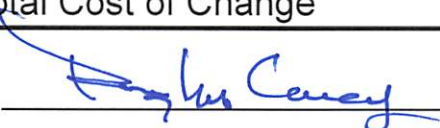
Construction		
Add Remaining Watermain replacement to contract	\$	23,558.83
Add Replacement of Fast Acting PRV to contract	\$	5,793.07
Subtotal	\$	29,351.90
Bond	2.00% \$	587.04
Subtotal	\$	29,938.94
Sales Tax	8.20% \$	2,454.99
Construction Subtotal	\$	32,393.93

Professional Services	Percent	
Design	0.0%	\$ -
CM	6.0%	\$ -
OH	10.0%	\$ -
P	8.0%	\$ -
Subtotal	\$	-
Sales Tax	8.20% \$	-
PS Subtotal	\$	-

Total Cost of Change \$ 32,393.93

Use contingency funds ☒

Use additional owner funds ☐

Acknowledgement of Total Cost of Change		10/16/2023	Date
Client	<u></u>	<u>12/20/2023</u>	
ESCO	<u>Beryl M. Larver</u>	10/16/2023	
Energy Project Manager	<u>Stefan B. Boringen</u>	12/20/2023	

**ENERGY CONSTRUCTION FIELD
AUTHORIZATION (FA)**

Lewis County
CLIENT

Lewis County Jail Energy Upgrades
PROJECT TITLE

CONTRACT
NO. 2022-222

FA No. 2

TO: Millig, LLC (ESCO) REQUEST DATE: 10/20/2023

When authorized by the Energy Program, you are directed to proceed with work as described below and/or detailed on the attachments referred hereto:

Fixed a leaking part of the water main in the original contract. The leak moved to another joint in the line. It was discovered the solder joints were bad and the correct fix was to replace/repair the rest of the line to the PRV +/- 6'. Another request from the owner was to install a new fast acting PRV to help resolve the replacement of costly valves for the showers, toilets etc.

REASON FOR CHANGE: ☐ DESIGN ERRORS ☐ DESIGN OMISSIONS ☐ AGENCY ☒ LATENT CONDITIONS ☐ CODE REQUIREMENTS ☐ VALUE ENGINEERING

EXPLANATION: This is required due to equipment provider no longer supporting this panel

CHANGE ORIGINATED BY Deryl M. Sarver Millig, LLC
NAME COMPANY

CONTRACT SUM:

- ☐ NO CHANGE
☒ INCREASE
☐ DECREASE

TO THE CONTRACT SUM WITHIN THE PROPOSED MAXIMUM COST OF:

Twenty-Nine Thousand Nine Hundred Forty-Two and 00/100 DOLLARS \$ 29,938.94

The above amount covers the maximum amount required in connection with the change. Washington State sales tax not included.

CONTRACT TIME:

- ☐ NO CHANGE
☒ INCREASE
☐ DECREASE

OF: 120 CALENDAR DAYS

Cost data required by one of the following methods in accordance with the General and Supplemental Conditions.

- ☐ DETAILED COST BREAKDOWN
☐ UNIT PRICE
☐ ACTUAL PRICE

METHOD OF MEASUREMENT

Time & Material with daily work sheets that list the name, trade, firm, hours, itemized materials, equipment and other job related costs. Contractor must obtain verification of hours from (Owner's Rep) within days from the day work was performed. Cost data required by: (Date)

Contractor agrees to perform the work described above for the proposed maximum cost and time as shown above. Contractor agrees to give notice to Owner immediately if time or cost will be exceeded.

\$ 29,938.94
FINAL COST

Deryl M. Sarver 10/16/2023
ACCEPTED BY CONTRACTOR DATE

Deryl M. Sarver 10/16/2023
CONTRACTOR DATE

Proposal reviewed & proposed maximum cost is reasonable.

Final cost breakdown has been reviewed and final cost is accepted.

Deryl M. Sarver 10/16/2023
APPROVED BY ESCO DATE

Deryl M. Sarver 10/16/2023
ESCO DATE

Daryl M. Carey 12/20/23
FUNDING VERIFICATION BY CLIENT DATE

Daryl M. Carey 10/20/23
CLIENT DATE

Stevan Bdingen 12/20/2023
AUTHORIZED BY ENERGY PROGRAM DATE

Stevan Bdingen 12/20/2023
ENERGY PROGRAM DATE

Payment for work authorized by this FA will not be made prior to incorporation of this FA into a Change Order to the contract by the Department of Enterprise Services.

Stevan Bdingen 12/20/2023
COST VERIFICATION E&AS/ENERGY DATE



PO Box 1450
Battle Ground, WA 98604
Ph: 360 666 0330
Fx: 360 666 0830

Change Order Request

01474 — Lewis County Jail HVAC Upgrades **COR Subject: Replacing Old 6" Copper at PRV Station**

To Deryl Sarver
 Millig Design Build
 6022280034

COR Number: 01474-14
COR Revision Number: 0
COR Date: 10/2/2023
Work Type: Price / Do Not Proceed
Days Valid: 5

Return To Kyle Charlson
 JRT Mechanical
 WA 98604
 kylec@jrtmechanical.com

Scope of Work/Comments

Scope of Work: Remove existing 6" copper pipe and fittings from newly replaced 45 elbow back to the gate valve located on the building side of the PRV station. Replace demoed pipe with type L copper. Replace demoed fittings with potable water Victaulic fittings. Re-insulate pipe. Replace all water damaged sheetrock on ceiling. Note: If the sheetrock on the walls have water damage then the add of \$1405.00 will need to be applied to the final CO amount. Refer to the attached M&C proposal.

Details

Description	Cost / Rate	Qty / Hrs	Workers	Ext
Fabricate plumbing piping to replace old pipe with soldered joints	\$105.00	8.00 <i>Hrs</i>	2.00	\$1680.00
Shutdown, drain and remove existing pipe from the replaced 45 elbow to the gate valve on the PRV station	\$105.00	4.00 <i>Hrs</i>	2.00	\$840.00
Install prefabricated 6" water pipe in place of the old 6" pipe.	\$105.00	4.00 <i>Hrs</i>	2.00	\$840.00
Turn water on and verify all systems working properly	\$105.00	2.00 <i>Hrs</i>	2.00	\$420.00
Project Manager	\$105.00	3.00 <i>Hrs</i>	1.00	\$315.00
Reinsulate pipe	\$105.00	6.00 <i>Hrs</i>	1.00	\$630.00
(20') 6" Type L Copper	\$1,705.21	1.00	-	\$1705.21

Description	Cost / Rate	Qty / Hrs	Workers	Ext
6" copper pipe has to be ordered in 20' lengths. JRT will hand over the extra 6" copper pipe to Lewis County Maintenance for future repairs.				
Victaulic 90 fitting	\$1,639.50	3.00	-	\$4918.50
Victaulic 45 fitting	\$1,639.50	1.00	-	\$1639.50
Victaulic coupling	\$193.23	8.00	-	\$1545.84
Victaulic Flange fitting	\$921.89	1.00	-	\$921.89
Pipe Insulation	\$220.00	1.00	-	\$220.00
M&C Construction	\$3,405.00	1.00	-	\$3405.00
Cost to repair ceiling at leaking water main.				
M&C Construction	\$1,405.00	1.00	-	\$1405.00
Add this cost if the sheetrock on the walls at water main leak has water damage.				

Breakout

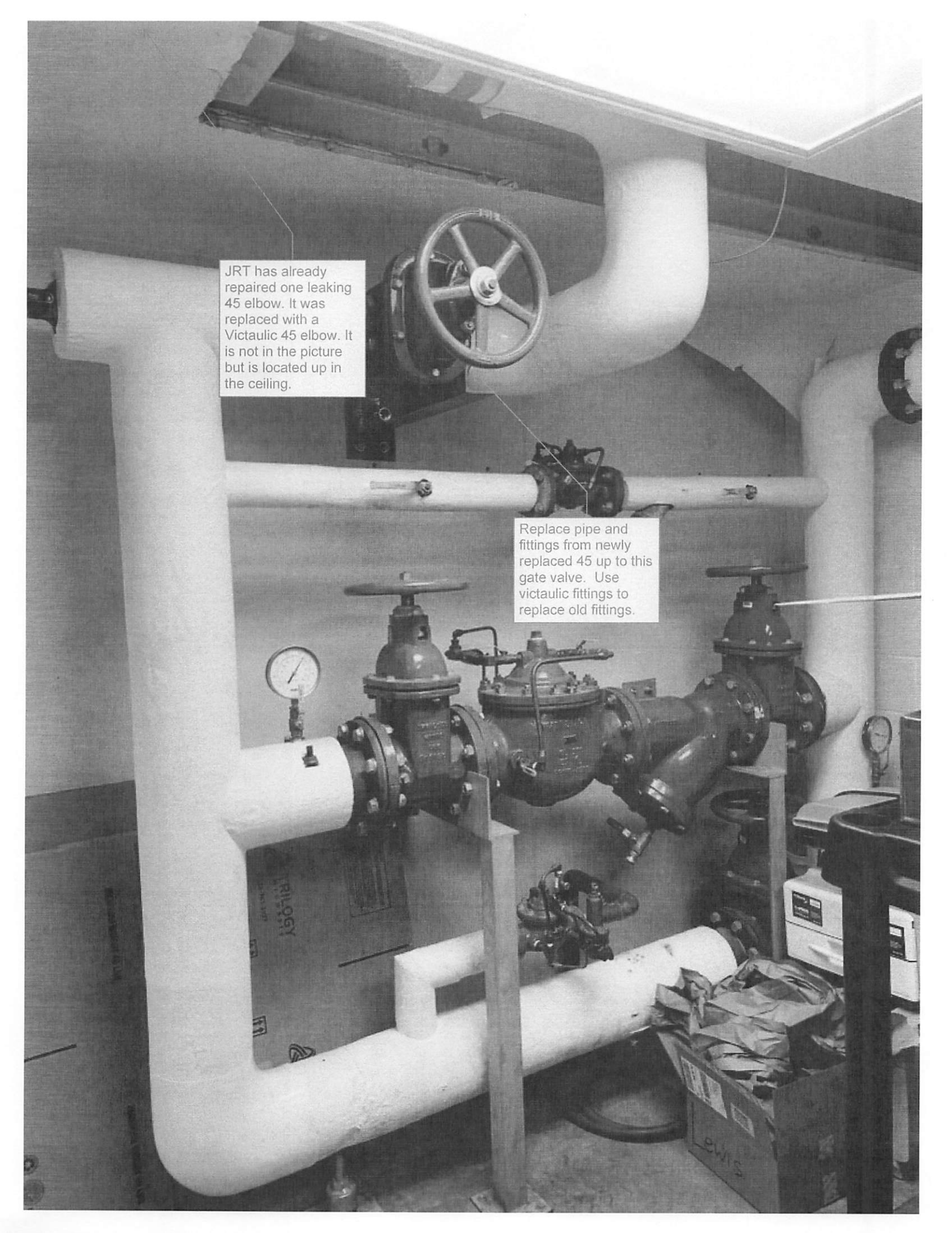
Labor :	\$4,725.00
Gross Margin Percent @ 15%:	\$708.75
Material :	\$10,950.94
Gross Margin Percent @ 15%:	\$1,642.64
Subcontractor :	\$4,810.00
Gross Margin Percent @ 15%:	\$721.50
Total:	\$23,558.83

Reservation of Rights

This proposal is valid for 30 days unless evolving site conditions change the scope of work or the affect JRT's ability to install this work. After 30 days JRT reserves the right to reprice this proposal.

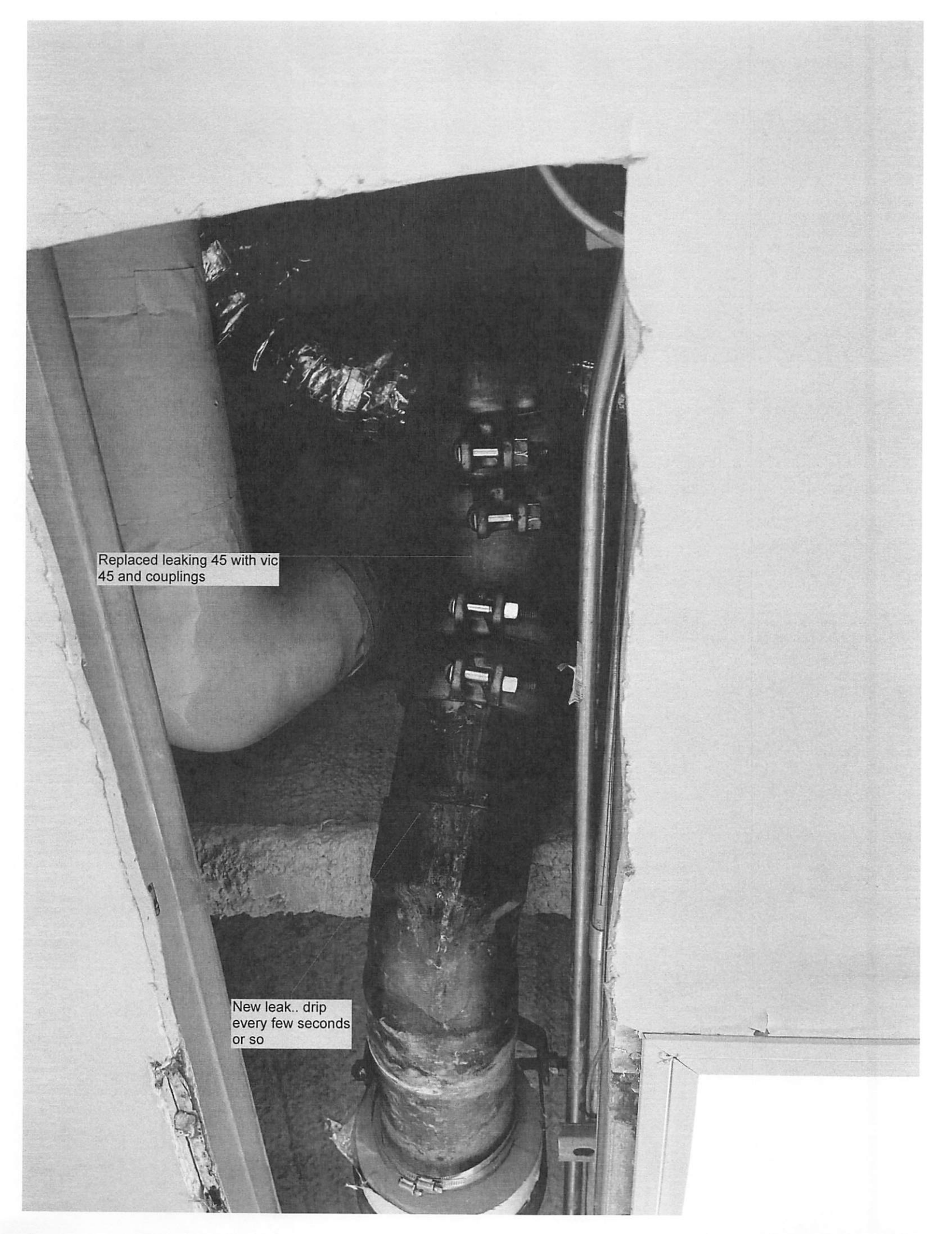
Signed By: _____

Dated: 10/2/2023



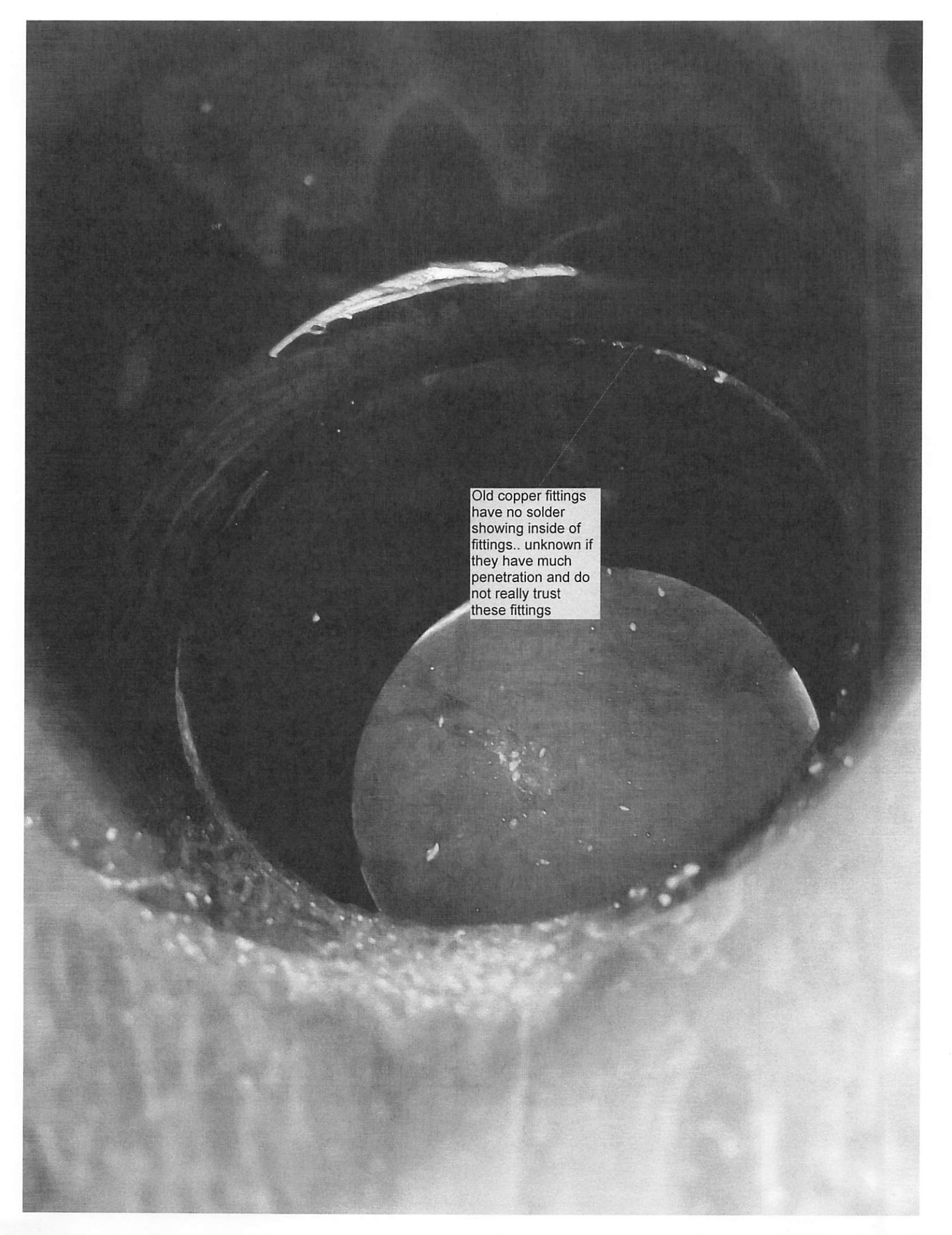
JRT has already repaired one leaking 45 elbow. It was replaced with a Victaulic 45 elbow. It is not in the picture but is located up in the ceiling.

Replace pipe and fittings from newly replaced 45 up to this gate valve. Use victaulic fittings to replace old fittings.



Replaced leaking 45 with vic
45 and couplings

New leak.. drip
every few seconds
or so



Old copper fittings
have no solder
showing inside of
fittings.. unknown if
they have much
penetration and do
not really trust
these fittings



BID PROPOSAL
Page 1 of 2
10/12/2023 10:17 AM

TO: JRT Mechanical
ATTN: Kyle Charlson
PROJECT: Lewis County Jail Sheetrock Repair
Address: 28 SW Chehalis Ave, Chehalis, WA 98532

Bid Date: 10.12.2023
Addendum:
Plan date:
Prevailing Wage: Yes

M&C Construction will provide and install materials for this project under conditions of this proposal. This proposal pricing is all-inclusive. Price is subject to change if any spec sections are not chosen.

- Patch & Repair Hole in ceiling at leaking pipe in Equipment Storage Room.
- Prime & Paint drywall ceiling in equipment storage.

Total Base Bid: \$3,405.00

- Demo water damaged drywall at wall in equipment storage.
- Drywall & finish where drywall is removed.
- Prime & Paint wall.
- Alternate only applies if work is done at the same time as ceiling repair.

Water damage wall repair: \$1,405.00

Unless specifically listed above the following exclusions apply to this proposal.

Exclusions: All Wood - Wood Backing - Metal 12 gauge or thicker - Project Bonding - Temporary Power - Temporary Partitions - Plaster - Temporary Heat - Dumpster's - Dust Protection - Fire Caulking - Patching for Other Trades - Engineering & Shop Drawings - Special Inspection - Sales Tax

Conditions:

1. We shall not be responsible for delays that are occasioned (but not limited to) delays and or defaults of the Architect, Engineer, Owner, Contractor, Subcontractors or third parties, civil disorders, labor disruptions caused by other and acts of God. We shall be entitled to equitable adjustments in the subcontract amount and time allowed us for completion, for delays caused by an act of negligence of Architect, Engineer, Owner, or Contractor.
2. Nothing in any contract shall be construed to require us to continue performance of our work if we do not receive timely payment for suitably performed work and or suitably stored material and equipment.
3. We warranty our work against defects in labor or material for the period of one year, from the date of substantial completion of the project or from the date the work, or portion thereof, is placed in service whichever is earlier, unless the bid documents require longer.
4. Our price for any additional work authorized prior to an agreed price will be our cost plus 13% overhead and 3% profit.
5. Protection of our completed work is not our responsibility, and the contractor will pay for repairing any damage to our work.
6. Liquidated damages will not be accepted unless we are directly responsible for the delay.
7. Back charges will not be accepted without written consent 24 hours prior to each potential occurrence.
8. If any portion of this bid is accepted, this proposal shall become part of the contract documents.
9. All floor surface will be left in a scraped and broom swept condition.
10. Retention, if any, will not exceed the original bid documents of 5% whichever is greater.
11. This proposal will expire, if not accepted, thirty (30) days from the bid date.
12. **FORCE MAJEURE:** Any failure or delay by Contractor in the performance of its obligations under this Agreement is not a default or breach of the Agreement to the extent the failure or delay is due to elements of nature or Acts of God, acts of war, terrorism, material or equipment unavailability, riots, revolutions, pandemics, medical emergencies that have resulted in a local, state or federal state of emergency, COVID -19 or similar viruses or illnesses requiring quarantine, strikes or other factors beyond the reasonable control of the Contractor (each, a "Force Majeure Event"). The Contractor agrees to give notice to the Customer which describes the Force Majeure Event and includes a good faith estimate as to the impact of the Force Majeure Event upon its responsibilities under this Agreement, including, but not limited to, any scheduling changes. However, should any failure to perform or delay in performance due to a Force Majeure Event last longer than thirty (30) days, or should three (3) Force Majeure Events apply to the performance of Contractor during any calendar
13. **PRICE ACCELERATION PROVISION:** If there is an increase in the actual cost of the labor or materials charged to the Contractor in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to the Prime Contractor/Owner upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, Contractor, at its sole discretion, may terminate the contract for convenience year, Contractor may terminate the Agreement for convenience as described herein.
14. **MATERIAL AVAILABILITY PROVISION:** Due to material shortages, customers may experience delays related to the inability to timely obtain materials for this project. In the event of such a delay, Contractor shall notify Customer, and Customer agrees to provide Contractor with an extension of time for any delay attributable to the temporary inability to obtain materials.
15. **PAYMENT TERMS:** Terms of payment to M&C Construction, LLC and/or M&C Exteriors, LLC is due within (10) days of pay when paid or (30) days from payment application by M&C Construction, LLC and/or M&C Exteriors, LLC. to the contractor, whichever is shorter in time.
In the event M&C Construction, LLC and/or M&C Exteriors, LLC. does not receive payment of all undisputed amounts within thirty (30) days after submission of an application for payment, then upon seven (7) days' written notice to Contractor, Subcontractor may suspend work until all undisputed amounts are paid. For purposes of this paragraph only, an "undisputed amount" means any amount or portion thereof specified in Subcontractor's application for payment, including any payment items, changes, and claims therein, to which Contractor has not provided specific written objection. The subcontract time and price shall be equitably adjusted to reflect any shutdown, delay, and start-up pursuant to this paragraph. All past due payments will be charged a 5% interest per month until paid in full.

Luke Hanson M&C Construction, LLC
Office (360) 702-6233 Cell (360) 667-8589
1418 SE 14th Place, Building B ‡ Battle Ground, WA 98604
Luke@mandcconstructionllc.com‡ WA# MCCONCL854B6 ‡CCB 205810



PO Box 1450
Battle Ground, WA 98604
Ph: 360 666 0330
Fx: 360 666 0830

Change Order Request

01474 — Lewis County Jail HVAC Upgrades

COR Subject: Adding 2" Quick Acting PRV

To Deryl Sarver
Millig Design Build
6022280034

COR Number: 01474-15
COR Revision Number: 0
COR Date: 10/2/2023
Work Type: Price / Do Not Proceed
Days Valid: 5

Return To Kyle Charlson
JRT Mechanical
WA 98604
kylec@jrtmechanical.com

Scope of Work/Comments

Add a 2" quick acting PRV to eliminate excessive water hammering.

Details

Description	Cost / Rate	Qty / Hrs	Workers	Ext
Prefabricating 2" PRV	\$105.00	8.00 <i>Hrs</i>	1.00	\$840.00
Field Installing 2" PRV	\$105.00	6.00 <i>Hrs</i>	1.00	\$630.00
Insulate Pipe	\$105.00	2.00 <i>Hrs</i>	1.00	\$210.00
WATTS 223 Lead Free quick acting PRV	\$1,506.14	1.00	-	\$1506.14
Y-Strainer	\$242.42	1.00	-	\$242.42
Copper Fittings & pipe	\$740.00	1.00	-	\$740.00
Valves	\$110.00	1.00	-	\$110.00
Spring Check Valve	\$681.50	1.00	-	\$681.50
Pipe Insulation	\$80.00	1.00	-	\$80.00

Breakout

Labor : \$1,680.00
Overhead Percent @ 15%: \$252.00
Material : \$3,360.06

Overhead Percent @ 15%: \$504.01

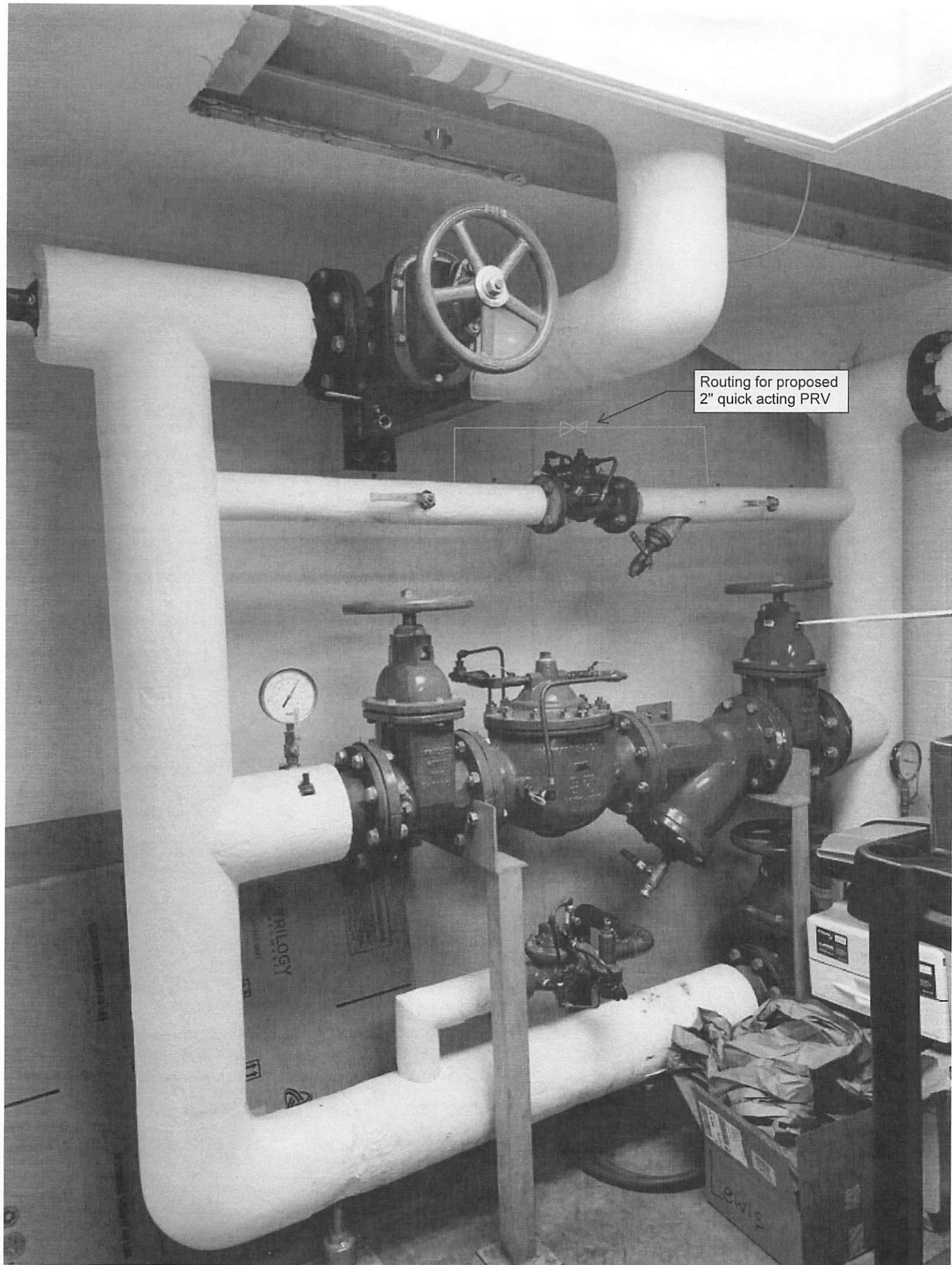
Total: \$5,796.07

Reservation of Rights

This proposal is valid for 30 days unless evolving site conditions change the scope of work or the affect JRT's ability to install this work. After 30 days JRT reserves the right to reprice this proposal.

Signed By: _____

Dated: 10/2/2023



Routing for proposed
2" quick acting PRV