

CITY OF SANDPOINT

Infrastructure & Development Services CONTRACT CHANGE ORDER

Date: 4/28/2023

Travers Park Ph 1- CM/GC

Change Order No: 1
Project No: A23-5300-5

Contractor: Ginno Construction, Inc.

This change order shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays and inefficiency, related to any Work either covered or affected by the change, including all direct, indirect, impact, reduced productivity, costs due to extended schedule duration and any other claim by Contractor. By signing this change order, the Contractor waives any additional entitlement to additional compensation or schedule extension.

The following changes to the contract documents are issued:

Item	Description	Change In Contract Price
1	Scope: Legacy Bilding Solutions: Engineering	\$26,500.00
	Justification: Legacy Building Solutions to provide engineering services for the Travers Sports Court facility. This work is being done as part of the pre-construction design development scope of work and is consistent with the services as identified in Ginno's contract for CM-GG.	
	Total Change In Contract Price:	\$26,500.00

Original Contract Price: \$20,000.00
Prior Approved Change Orders: \$0.00
Revised Contract Price: \$0.00

Current Change Order Price: \$26,500.00 New Contract Price: \$46,500.00

Time provided for completion in the contract is:

[X] unchanged, [] increased, [] decreased by 0 calendar days. The Substantial Completion date for this contract is Oct. 30, 2024.

This document will become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted By:	DocuSigned by: Kich Wells President 75.14.1940.000.F455.	4/29/2023
-	Contractor (Ginno Construction Co.)	Date
Recommended By:	Evolution Principal	5/2/2023
	Architect (ALSC Architects)	Date
Recommended By:	MARIEVICTORIK/VEVINS LAVIAR	04/28/2023
	City of Sandpoint, Project Manager	Date
Approved By:	Docusioned by:	5/10/2023
	City of Sandpoint, City Administrator	Date
Approved By:		
	Administrator or Mayor (if required)	Date

Reviewed By:

Finance Director	Date
Grants Administrator	Date

PCCO #001





Ginno Construction Company 3893 North Schreiber Way Coeur d'Alene, Idaho 83815

Phone: (208) 667-5560 Fax: (208) 665-0471

Project: 23-10 - Travers Park Reno: Phase 1

Prime Contract Change Order #001: Owner Change Order #1

TO: City of Sandpoint

1123 Lake St.

Sandpoint, Idaho 83864

FROM:

Ginno Construction Company

3893 North Schreiber Way Coeur d'Alene Idaho 83815

4/ 25 /2023

CREATED BY:

Matt Gray (Ginno Construction Company)

CONTRACT STATUS:

Pending - Proceeding

REVISION:

DESIGNATED REVIEWER: Matt Gray (Ginno Construction Company)

REVIEWED BY:

DUE DATE:

DATE CREATED:

REVIEW DATE:

INVOICED DATE:

PAID DATE:

SCHEDULE IMPACT:

0 days

EXECUTED:

No

CONTRACT FOR:

1:Travers Park Reno: Phase 1

TOTAL AMOUNT:

\$ 26,500.00

DESCRIPTION:

Owner Change Order #1

Legacy Building: Engineering

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO#	Title	Schedule Impact	Amount
001	Legacy Building Solutions: Engineering	0 days	26,500.00
		TOTAL:	\$ 26,500.00

CHANGE ORDER LINE ITEMS:

PCO # 001: Legacy Building Solutions: Engineering

#	Cost Code	ost Code Description		Amount
1	13-3400 - Fab Engineered Structures Legacy Building Solutions: Engineering		OTHER	\$ 25,000.00
			Subtotal:	\$25,000.00
	Contractor Fee: 6.00% Applies to MATERIAL, LABOR, RENTAL, SUBCONTRACT, and OTHER.			1,500.00
			Grand Total:	\$26,500.00

The original (Contract Sum)

\$ 20,000.00

Net change by previously authorized Change Orders

\$ 0.00

The contract sum prior to this Change Order was

\$ 20,000.00 \$ 26,500.00

The contract sum would be changed by this Change Order in the amount of

The new contract sum including this Change Order will be

\$ 46,500.00

Printed On: 4/25/ 2023 09:30 AM

The contract time will not be changed by this Change Order by 0 days

PCCO #001





Rustin Hall (ALSC Architects)

203 N. Washington Suite 400 Spokane Washington 99201 City of Sandpoint

1123 Lake St. Sandpoint Idaho 83864 Ginno Construction Company

3893 North Schreiber Way Coeur d'Alene Idaho 83815

SIGNATURE DATE

SIGNATURE

DATE SIGNATURE

DATE



COMMERCIAL INDUSTRIAL RESIDENTIAL

April 19, 2023

Notice to Proceed

Job No: 23-10

Job Name: Travers Park Renovations, Phase I

This letter shall serve as the formal Notice to Proceed with Engineering for the above referenced project. The intent is to produce all engineered shop drawings and specifications for formal approval by the design team and Ginno Construction.

Please proceed immediately to begin engineering per the attached documentation issued by Legacy Building Systems on 04.03.2023. This will require direct coordination with Ginno Construction and the design team led by ALSC Architects.

Ginno looks forward to and anticipates your participation in providing these services to ensure the success of this project for all parties involved.

Your signature below indicates that you have received this Notice to Proceed, and understand Ginno's contractual requirements. Please return this signed letter prior at your earliest convenience.

Thank you for the attention you have already given in advancing this project.

Sincerely,

Matt Gray

Director of Project Delivery Senior Project Manager Acknowledged by:

Company Name Legacy Building Solutions, Inc.

Signature En Por

Name & Title Eric Donnay, General Manager

Date 4.24.2023

Legacy Building Solutions, Inc. 19500 County Road 142 South Haven, MN 55382-9240



Invoice

Date	Invoice #
4/3/2023	4270

\mathbf{D}_{1}	none	# 2	เวก	25	Q i	Λ5.	ሰሰ
ГΙ	IOHE	# -) Z()	-23	O-	w	w

Bill To	
Ginno Construction	
3893 N Schreiber Way Coeur d' Alene, ID 83815	
Cocur a Thone, 12 03013	

Ship To	
2100 Pine St. Sandpoint, ID 83864	

P.O. Number	Terms	Due Date	Payment Type	Rep	Project
	Net 30	5/3/2023	Payable in U.S. Dollars	SH	2023-25

Quantity	Description	Price Each	Amount
1	Engineering deposit	25,000.00	25,000.00
	Sales Tax	6.00%	0.00
	Thank you for your business!	Total	\$25,000.00



Letter of Intent

This Agreement made this <u>3rd</u> day of <u>April</u>, <u>2023</u>, by and between **Legacy Building Solutions Inc.** with a business address of 19500 County Road 142, South Haven, MN 55382 (hereinafter referred to as "Legacy") and <u>Ginno Construction</u> with a business address of <u>3893 N Schreiber Way</u>, <u>Coeur d' Alene</u>, ID, 83815 (hereinafter referred to as "Client"). Legacy and Client shall be collectively referred to as the "Parties".

This Agreement is to express the Client's intent to purchase the products and services, as stated below in Para. 1, for the project located at 2100, <u>Pine St.</u>, <u>Sandpoint</u>, <u>ID</u>, and Legacy's intent to provide engineering services and stamped drawings for the project's requirements.

1. Definitions and Description of Products and Services.

Delivery and installation of one structure approximately:

Note:
Include the 40 foot canopy

Size: 138' wide x 272' long (37,536 sq. ft.) Legacy Building Solutions structure complete with:

- Rigid Steel Frames
- Exterior and Interior Fabric (ExxoTec Elite 28 oz and ExxoTec Pro 19 oz)
- Stamped Engineered Drawings
- Delivery to Site
- Complete Installation: Legacy will provide supervision, equipment and all specialty tools to install structure

2. Other Client considerations to be contracted with General Contractor:

- Architect, civil engineering services needed.
- Concrete foundation (needs to meet specs of Legacy stamped and approved building drawings).
- Permits and bonding fees.
- All other aspects of the job not defined in description of services provided by Legacy.

3. Pre-Contract Deposits.

Engineering

Egacy Initial / Client Initial

1

With this Agreement, Client shall make a (Non-refundable) engineering deposit in the amount of \$25,000.00 to Legacy. Said deposit is required by Legacy to:

- a. Render project shop drawings and calculations.
- b. Issue stamped drawings and summary reactions for client's permitting process.

Legacy will not begin work on the project until the non-refundable deposit has been received.

In the event Client enters into a formal contractual agreement for Legacy's Products and Services, the \$25,000.00 engineering deposit will be credited to the Sales Contract purchase price and credited to the final invoice, upon the substantial completion of Legacy's Scope of Work.

4. Obligations.

Client

Upon signing this Agreement, Client agrees that information provided by Legacy will be kept in confidence and Client will not provide said information to competitive building providers.

Legacy Building Solutions, Inc.

Legacy will deliver 'shop/permit drawings' within 28 days of approval of preliminary drawings, scope and design, following receipt of this agreement and non-refundable engineering deposit.

5. Limits of Liability.

The Parties' obligation to enter into a subsequent contract for the purchase of Legacy's material and services shall be considered null and void in the event the Client is unable to execute such subsequent contracts for reasons including, but not limited to: Client's failure to secure adequate financing, failure to secure permits, and force majeure. The matters set forth within this Agreement are an expression of the Parties' mutual intent only and are contingent upon a site inspection and the negotiation and execution of Legacy's Sales Contract for the provision of products and services setting forth the terms and conditions of the purchase.

Legacy Building Solutions, Inc.	Ginno Construction
By: Eric Donnay	By: Matt Gray
Title: General Manager	Title: Director of Project Delivery / Sr. PM
Signature: E P Don	Signature:
Date: 4.24.2023	Date: 04.19.2023

EPD / Client Initial