

MEMORANDUM

TO: Mayor and City Council

FROM: Faye Stewart, Public Works & Development Director

SUBJECT: CHANGE ORDER #2 FOR COMMUNITY CENTER ROOF REPAIR PROJECT

DATE: August 17, 2022

Background

Richards Remodeling is requesting approval of change order #2 for the Community Center reroof project. The Change order is to address rehabilitating the 8 skylights in the roof. At the time of bidding the Civil Engineer instructed the bidders that any work performed to the skylights for the new roof would be addressed by submitting a change order at the time of the roofing around the skylights and there was a clear understanding as to what was needed to repair and re-roof around the skylights.


The requested change order is for \$15,661. The roof is approximately 80% complete and at this time Richard's Remodeling believes this will be the last change order needed to complete the project. There is one small area of roof that hasn't been removed over the second story offices in the north portion of the building. This is the only section of roof that remains untouched that could have dry rot that will need repaired and necessitate a potential additional change order.

Recommendation


Staff recommends that the City Council, by motion, authorize the City Manager to sign change order request #2 for the Community Center Roof Repairs project for repairing the 8 skylights for \$15,661.00 to Richards Remodeling, LLC.

Cost

\$15,661.00



Richard Meyers, City Manager



Faye Stewart, Public Works &
Development Director

RICHARDS REMODELING

#1073

X

1/10/2022

x

Eugene, OR 97401

CRN #	Description	Date Sent	Amount	Additional Days
1	Div 07 Thermal and Moisture Protection - Addl Roof Assembly	7/8/2022	\$114,748	14
2	Div 06 + Div 07 - Addendum 2 - Skylights	8/16/22	\$15,661	0
			\$130,409	14

RICHARDS REMODELING

PROJECT:
1073 Community Center
Roof Repairs

PROJECT NUMBER: #1073

CONTRACT DATE: 1/10/2022

Distribution to:	
X	OWNER
	ARCHITECT
X	CONTRACTOR

DESCRIPTION

Addendum 2 - Skylights

NOTE: When 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.

Insert a detailed description of the change and if applicable, attach or reference specific exhibits.

1. Change Request Number (CRN)	<u>02</u>
2. Change in Contract Time	<u>No</u>
3. If Yes, Number of Days	<u>---</u>

CONTRACTOR	OWNER
<u>Richards Remodeling</u>	<u></u>
Firm Name	Firm Name
<u></u>	<u></u>
Signature	Signature
<u>John Vejnosa - Manager</u>	<u></u>
Printed Name and Title	Printed Name and Title
<u>8/16/22</u>	<u></u>
Date	Date

Phone (541) 744-2448
Fax (541) 747-6896



1500 South A Street
Springfield, OR 97477
www.mckroof.com

PROPOSAL
August 1, 2022

Proposal submitted to: Richards Remodeling
John@richardsremodeling.com

Work to be performed at:
700 E Gibbs

Change Order: \$4,800.00 Raise skylight curbs on roof

- 1.) Install 2x4 boards on skylight curbs to raise to a minimum height of 8" above roof deck.
- 2.) Clean debris from project.

*Richards Remodeling to install sheet rock on interior of skylight.

Price is good for 30 days. Workmanship is guaranteed for five (5) years. During demolition debris may sift into attic areas. Please takes steps to cover valuables. In the event it becomes necessary to employ an attorney or institute a lawsuit to collect any payment due McKenzie Roofing under this Agreement or any modifications to this Agreement, McKenzie Roofing shall be entitled to recover its attorney fees, costs and disbursements incurred. A late fee of \$25 will be added to any account not paid in full within 10 days. The proposal set forth above may be withdrawn by McKenzie Roofing if not accepted within 30 days. The terms and conditions on the reverse are part of this contract.***

Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements, contingent upon accidents, delays or material price increases beyond our control.

Respectfully submitted by: Cameron Craft

Accepted by:

Signature _____

Date _____

Please sign and return one copy

Miscellaneous Provisions

It is possible that unanticipated additional work may be required, such as to deal with dry rot, delaminated plywood, fascia boards and rafter tails. These are only examples and are not a comprehensive listing of unanticipated additional work. Such work will be charged at cost. Labor is charged at \$75.00 per man hour. In order to avoid delay or progress of the job, such work will be done as it occurs without change orders. Except for such items, any alteration or deviation from the specifications of this contract which involve additional cost of material or labor will only be done upon written or oral change and will become an extra charge in addition to the amount stated in this contract.

Dust and debris may sift into attic space or open garage ceiling. Please take measures to cover. McKenzie Roofing Inc. cannot accept responsibility if damage occurs during re-roofing due to roof vibration. McKenzie Roofing Inc.

cannot accept responsibility for inadequately insulated, vented or poorly designed roof systems or buildings. McKenzie Roofing Inc. is to carry workers' compensation insurance as well as liability insurance.

Guarantee

McKenzie Roofing Inc. guarantees its workmanship. During the time period specified on the front of this contract, McKenzie Roofing Inc. at its expense, make any repairs that are necessary as a result of any fault or defect in its workmanship. This guarantee does not cover any damage caused by lightning, windstorm, hailstorm or other unusual phenomenon of the elements, condensation, foundation settlement, fire, mold, defect of chimney(s), skylight(s), vents or other parts of building that aren't supported. This guarantee does not apply to the materials used on the roof. Any warranty of those materials must be made by the manufacturers themselves.

This guarantee is in lieu of any other guarantee or warranty, expressed or implied, including but not limited to, any warrant or merchantability or fitness for a particular purpose.

THIS GUARANTEE SHALL NOT BECOME EFFECTIVE UNTIL MCKENZIE ROOFING INC HAS BEEN PAID IN FULL FOR ALL WORK PERFORMED UNDER THIS CONTRACT. MCKENZIE ROOFING INC. SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY COMPENSATORY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

Information to Homeowners about Construction Liens

Oregon law requires your contractor to give you this notice if your contract price exceeds \$1,000.00. The purpose of this notice is to explain the basics of the construction lien law and to help you protect yourself. You have final responsibility of payment of all bills for the improvement of your property, even if you have paid your contractor in full, if you have hired a contractor to build a new home, are buying a newly built home or are remodeling your property.

Under Oregon law, those who work on your property or provide materials and are not paid have the right to enforce their claim for payment against your property. This claim is known as a Construction Lien. Persons who supply materials or labor ordered by your contractor are permitted by law to file a lien only if they have sent you a Notice of Right to Lien.

If you enter a contract to buy a newly built or partially built home, you may not receive a Notice of Right to Lien. Be aware that a lien may be claimed even though you have not received notice. You may want to ask your contractor or title company about an ALTA Title Insurance policy based upon the receipt of lien waivers.

If you receive a Notice of Right to Lien, take it seriously. Let your contractor know you have received the notice. Find out what arrangements are being made to pay the sender of the notice.

Ways to Protect Yourself

*If you are dealing with a lending institution, ask your loan officer what precautions the institution takes when disbursing money to your contractor to verify the subcontractors and material suppliers are being paid.

*If you are paying your contractor directly, request a current written statement of labor or materials provided to your property from each party who has sent you a Notice of Right to Lien.

*Make your check payable jointly. Name the contractor and the subcontractor or supplier as payees.

*Ask your contractor for a lien waiver from each party that has sent you a Notice of Right to Lien. *Consider using an escrow agent to protect you against liens when disbursing payments.

*Consult an attorney.

*Should you have a dispute with your contractor, you may be able to file a complaint with the CCB and be reimbursed in whole or part from the contractor's bond. For more details about help available through the agency, write to the CCB at P.O. Box 14140, Salem, OR 97309-5052 or call 503.378.4621.