

CHANGE ORDER FORM

MARIN EMERGENCY RADIO AUTHORITY

PROPOSAL CONTRACT CHANGE ORDER NO. 002

REV. NO. 00

PROJECT: MERA NEXT GENERATION RADIO SYSTEM
Bid Package

SHEET 1 OF 2 SHEETS

PROJECT No. IFB #2022-004

To: Fidato

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

NOTE: This change order is not effective until approved by the MERA EXECUTIVE OFFICER

Description of work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

<u>Original Contract Date:</u>	<u>Original Contract Amount:</u> \$7,453,000.00
<u>Previous Approved Change Order 1 Date:</u> 3/1/23	<u>Previous Approved Change Order 1:</u> \$ (245,173)
<u>Previous Approved Change Order 2 Date:</u>	<u>Previous Approved Change Order 2:</u> \$
<u>Previous Approved Change Order 3 Date:</u>	<u>Previous Approved Change Order 3:</u> \$
<u>THIS Change Order Date:</u> 6/19/23	<u>THIS Change Order Amount:</u> \$7,439.80

OTA: Scope Change per email directive 3/9/23

Change in material specified due to revision of Drawing E1-Rev 10 (dated 2/20/2023)

- LED Lights to replace existing like/kind with correct voltage to accommodate panel
- Clean mold/mildew from walls/ceiling floors
- Fill holes from demo walls/ceiling and provide one coat of paint to both.
- Grind down any remaining floor projections, cover or fill holes/gaps and clean floor and wax (at conclusion and prior to occupancy please cover floor with ram board in preparation for equipment install by MSI)

By reason of this order the time of completion will be adjusted as follows: N/A

Cost Estimate Summary:

See attached labor and material summary

Payment Arrangements:

As per contract

As-builts shall be updated and included with the request for payment.

The price for all the work described above shall include all work necessary to complete the above-referenced tasks, to furnish and install the above-referenced components and shall constitute full compensation including overhead for the work of these changes. All work will comply with the Plans, General Conditions, Supplemental General Conditions, Special Conditions, Standard Specifications and the Technical Specifications as far as they apply.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the date specified immediately adjacent to their signatures below.

Recommended By: _____

Name: Dave Jeffries

Title: MERA Deputy Executive Officer

Date: _____

Approved By: _____

Name: Heather Tannehill-Plamondon

Title: Executive Officer and Secretary, MERA

Date: _____

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

Accepted Date _____ Name of Contractor _____

By: _____ Title: _____

If the contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time herein specified.

Marin Emergency Radio Authority Upgrade Project
Contract #: MERA 2022-004
Cost Estimate Summary
OTA Painting

Company:	<u>Fidato</u>	CO No.:	<u> </u>
Date:	<u>1-May-23</u>	PCO No.:	<u> </u>
Project Scope:	<u>Electrical and Equipment Install</u>	Bulletin / RFI No.:	<u> </u>

Description: OTA Painting and work per email 3/9/2023

Total Direct Labor		\$	780	(From Page 2)
Total Materials (All applicable taxes included)		\$	-	(From Page 3)
Total Equipment (All applicable taxes and rental costs included)		\$	-	(From Page 4)
Estimate of Direct Cost Subtotal		\$	780	
Fee	Direct Labor Fee	20.0%	\$	156
	Material & Equipment Fee	15.0%	\$	-
Fee Subtotal		\$	156	
Subcontractors		\$	5,600.00	(From Page 5)
	Subcontractor's Markup	15%	\$	840.00
Subcontractor Subtotal		\$	6,440.00	
Insurance and Bonds				
	Insurance		Included	
	Payment and Performance Bonds		\$	63.80
Insurance and Bonds Subtotal		\$	63.80	
Total Cost of Change				7439.80

Time Extension Requested (working days)

Marin Emergency Radio Authority Upgrade Project
Contract #: MERA 2022-003 & 004
Labor Summary
OTA Painting

Company:	Fidato	CO No.:	0
Date:	1-May-23	PCO No.:	
Project Scope:	Electrical and Equipment Install	Bulletin / RFI No.:	

Description: OTA Painting

Material List						
Hours	Labor Classification	S.T. Rate	Swing Shift Rate	O.T. Rate	D.T. Rate	Total Cost
6.0	Fidato Supervision	\$ 130.00				\$ 780
						\$ 780

Marin Emergency Radio Authority Upgrade Project
Contract #: MERA 2022-003 & 004
Material List
OTA Painting

Description	Quantity	Unit Cost	Unit	Total Material	Labor	Unit	Total Hours
Wolfback Painting							
			E	-		E	
			E			E	
			E			E	
			E			E	
			E			E	
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	Subtotal Material Cost	\$	-		Subtotal Install Hrs.	6
	Material Tax 9.75%	\$	-			
	Total Material Cost	\$	-		Subtotal Labor Hrs.	6

Marin Emergency Radio Authority Upgrade Project
Contract #: MERA 2022-003 & 004
Subcontractors/Vendors Summary - OTA Painting

Company: _____
Date: 1-May-23 **PCO No.:** _____
Project Scope: Electrical and Equipment Install **Bulletin / RFI No.:** _____

Description: OTA Painting and cleanup

Contractor	Description	Total Cost
McCarthy Painting	Painting and wall/Ceiling Repairs	\$ 5,600.00

\$ 5,600.00



126 Front Street, San Rafael, CA 94901 • Phone 415-383-2640 • Fax 415-455-8290 Contractors License # 268819
Home Improvement Contract.

Kevin Smith Kdonovansmith@comcast.net
(Kidato) 888-722-5821—(kevin cell) 707-758-4796

04/12/2023

Scope of work- (Novato Radio tower) Interior painting of walls and ceiling in one room in radio tower.

- Prepare surfaces and clean with TSP where necessary.
- Lightly sand where necessary to remove surface defects and ensure adhesion of paint.
- Fill holes and cracks.
- Prime where necessary doors.
- Finish ceilings with two coats of paint.
- Finish walls with two coats of paint.

(Use Low/No Voc paint.

Total investment labor and materials. \$5,600.00

* This contract is valid for 21 days from today's date.

* Includes Labor and materials. (If really dark colors are chosen it may void warranty)

TERM OF PROJECT:

Start date (estimated): March 2023 Term of Performance (estimated): 2 days

To ensure that your project is scheduled, please date and sign one copy of this proposal and return it to us.

Respectfully submitted by,

Robbie Cristiani
McCarthy Painting Co., Inc.



Accepted by: _____
Client Signature

Date: _____

TERMS OF PAYMENT: Customer shall pay McCarthy Painting, Co., Inc., the Total Price in installments as follows:

1. Ten percent (10%) of the Total Price as an initial deposit upon starting work;
2. 100% of the value of work completed and/or materials provided at the end of each week as indicated upon the weekly invoice submitted to Owner by Contractor. Contractor shall submit an invoice on Friday of each week and Owner shall make weekly progress payment by Monday of the following week. In the event that Owner does not make such weekly progress payment, Contractor shall be entitled to immediately suspend all services to be performed hereunder. Owner agrees that Contractor shall not be liable for any incidental, special or consequential damages caused by Contractor's suspension of services hereunder in the event of non-payment of the weekly progress payment by Owner; and,
3. Any unpaid balance upon completion.

ACCEPTANCE OF PROPOSAL: By Customer's signature hereupon, the above prices, specifications and conditions are satisfactory and are hereby accepted. Customer authorizes McCarthy Painting Co., Inc., to do the work as specified. Payment shall be made as outlined above in the Terms of Payment. After thirty days, accounts carry a 1.5% financing charge. By Customer's signature hereupon, Customer agrees to pay all collection costs, attorneys' fees or other fees incurred in the enforcement of this Agreement. Customer acknowledges receipt and confirms that they have read and understand the "Notice to Owner" supplied to Customer by McCarthy Painting Co., Inc., herewith. Proposal is withdrawn by McCarthy Painting Co., Inc., if not accepted by Customer within 30 days of the date of listed at the top of this Agreement.

SCHEDULING YOUR JOB: We schedule by the week, not by the day. Therefore, there can be no guarantee of an exact start date. We are unable to start a new job until we complete jobs in progress. We will give your project this same courtesy. We also cannot guarantee start of work dates due to delays caused by acts of God, stormy weather, or uncontrollable or unforeseen circumstances. We try to notify customers as far in advance as possible if commencement of work cannot be started at the estimated start date.

ADDITIONAL ITEMS: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the original proposed price. All representations, including Term of Project, are contingent upon strikes, accidents, or delays beyond our control.

CREDIT CARDS: We accept Visa and MasterCard

COLOR SELECTION: *All colors must be chosen by the client prior to the start of work.* If a color change is required by the client or someone other than McCarthy Painting Co., Inc., the client will be liable for any expenses incurred, as well as any additional time and material expense arising from the change(s). McCarthy Painting Co., Inc. can provide samples at the cost per quart, plus \$80/hour. An additional material charge will be added for the use of Devine, Sherwin Williams Duration, C2, Aura, Natura or any other designer paint. ****Please note that dark color selections could void warranty.**

TIME & MATERIALS: We perform some projects on a Time & Materials basis at a rate of \$80/hour per painter and \$120/hour per carpenter. All materials purchased will be subject to a 20% (painting) and 30% (carpentry) mark-up.

REPAIRS TO MOLDINGS & DOORS: Unless specifically noted, no repairs will be made to dents, chips or nicks on these items. They will be sanded to feather the edges.

NUMBER OF COATS: The estimator is unable to know how some surfaces will absorb or accept paint or stain coatings, or how coatings will hide for coverage. The customer is responsible for choosing the number of coats to apply. If the surface requires more coats to cover than are included in the contract, there will be an additional charge for labor and possibly materials.

HIDDEN CONDITIONS: If unexpected conditions or defects arise which the estimator upon first inspection could not reasonably have recognized, the client agrees to pay an additional charge if the client desires the necessary extra work to be done.

WE PROPOSE: To perform the work in accordance with the specifications submitted and complete the job in a workmanlike manner in accordance with the Painting and Decorating Contractors of America practices. These standards are available upon request.

_____ I have read and agree to the above terms and conditions
Initial

Page 2 of 3

WHAT IS GUARANTEED: McCarthy Painting Co., Inc. guarantees all of our painting workmanship and materials against the following conditions: Peeling, Flaking or Chalking for a minimum of two (2) years from the date of this contract, unless otherwise stated in this contract. We will provide the following during the first two (2) years after completion; all Materials and Labor necessary to restore the failing surface to its original condition free of charge, unless otherwise stated in contract. The guarantee is invalid if any of the following occur:

1. Failure of previously applied materials.
2. Extraneous factors arise (roof leaks, moisture damage, and structural damage).
3. Decks and horizontal surfaces are not guaranteed.
4. Galvanized metal areas are not guaranteed.

NOTICE TO OWNER- CALIFORNIA ADMINISTRATION CODE SECTION

Effective July 1984: "Notice to Owner form required by Section 7018.5 of the Business and Professions Code shall be that set forth below:

NOTICE TO OWNER

Under California Mechanics Lien Law any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his/her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property can be sold by a court officer and the proceeds of the sale used to satisfy indebtedness.

Contractors are required by law to be and regulated by the Contractor's State License Board, 3132 Bradshaw Road, Sacramento, CA 95827.

Any alteration or deviation from the specifications involving extra costs will be made upon written agreement and will become an extra charge over and above the estimate. All agreements are contingent upon delays beyond our control.

THIS NOTICE IS REQUIRED BY THE STATE OF CALIFORNIA:

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING - IF THE TOTAL PRICE OF THE JOB IS \$500.00 OR MORE (INCLUDING LABOR AND MATERIALS).

LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGMENTS AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU OR CALL 1-800-321-CSLB FOR MORE INFORMATION.

_____ I have read and agree to the above terms and conditions
Initial

Subject: OTA Request for Quote

Date: Thursday, March 9, 2023 at 11:31:03 AM Eastern Standard Time

From: Lance Francis (NANDINA INC.)

To: Dominic Della Maggiora

CC: Scott Ure, Dave Jeffries

Per our discussion yesterday – please provide a Fidato quote (with line item breakout) for the following items:

- LED Lights to replace existing like/kind with correct voltage to accommodate panel
- Clean mold/mildew from walls/ceiling floors
- Fill holes from demo walls/ceiling and provide one coat of paint to both.
- Grind down any remaining floor projections, cover or fill holes/gaps and clean floor and wax (at conclusion and prior to occupancy please cover floor with ram board in preparation for equipment install by MSI)

Lance Francis, PE, SE, LEED AP, PMP

Motorola Solutions, Inc.

M: +1.513.207.7850

E: lance.francis@motorolasolutions.com

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