

**AIA®****Document G701™ – 2001****Change Order**

PROJECT (Name and address):	CHANGE ORDER NUMBER: 012	OWNER: <input type="checkbox"/>
The Maples - Benzie County Medical Care Facility Frankfort Michigan	DATE: 10/06/2014	ARCHITECT: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 3206	CONTRACTOR: <input type="checkbox"/>
Comstock Construction Company 740 Centre Street Traverse City, Michigan 49686	CONTRACT DATE: 12/17/13	FIELD: <input type="checkbox"/>
	CONTRACT FOR: General Construction	OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

Add all Empiric Solutions work to provide uninterrupted power supply, installation and configuration. Provide wireless infrastructure, installation and configuration. Provide a server rack installation and mounting of server equipment. Provide network switching installation and configuration.

The original Guaranteed Maximum Price was	\$	10,276,014.00
The net change by previously authorized Change Orders	\$	412,743.00
The Guaranteed Maximum Price prior to this Change Order was	\$	10,688,757.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$	31,616.10
The new Guaranteed Maximum Price including this Change Order will be	\$	10,720,373.10

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until 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.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.Edmund London & Associates**ARCHITECT** (Firm name)20750 Civic Center Drive Suite 610
Southfield, Michigan 48076**ADDRESS****BY** (Signature)

Robert Zabowski

(Typed name)

10/6/14

DATE

11/18/14

Comstock Construction Company**CONTRACTOR** (Firm name)740 Centre Street, Traverse City, Mi
49686**ADDRESS****BY** (Signature)

Michael J. Comstock

(Typed name)

10/6/14

DATE

11/18/14

Benzie County Building Authority**OWNER** (Firm name)

448 Court Place, Beulah, Mi 49617

ADDRESS**BY** (Signature)

Thomas N. Longanbach

(Typed name)

DATE

Comstock Construction Company

740 Centre Street

Traverse City, MI 49686

Phone: 231-946-4911

Fax: 231-946-2913

CONTRACT

No. 2

TO: Empiric Solutions
PO Box 58
Petoskey, MI 49770

DATE: 9/25/2014
PROJECT: The Maples
JOB: 13005

ATTN: Eric Seelye

COMPLETED:

WORK AT

Comstock Construction Company
210 Maple Ave

BILL TO

Comstock Construction Company
740 Centre Street
Traverse City, MI 49686

TERMS:

SHIP VIA:

1. The Subcontractor shall take out and pay for Workmen's Compensation and General Liability insurance, also Property Damage and all other insurance as required by the Owner, the Contractor or the State of Michigan.
2. The minimum limits of this insurance shall be no less than those required in the Contract Documents or \$1,000,000 per occurrence, \$2,000,000 on the aggregate, whichever is greater. This insurance shall also include the following:

AMENDMENT OF AGGREGATE LIMIT OF INSURANCE

The General Aggregate Limit of Insurance applies separately to :

- A. Each of your "locations" owned by or rented to you; and
- B. Each of your projects away from premises owned by or rented to you. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THE FORM OF THIS INSURANCE SHALL BE SUBSTANTIALLY IDENTICAL TO THE SAMPLE ATTACHED HEREWITH AND MADE PART OF THIS AGREEMENT.

3. The Subcontractor shall include Comstock Construction Company, its directors, officers, agents and employees as additional insured with respect to the activities of the Subcontractor.
4. The Subcontractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against Comstock Construction Company and its directors, officers, agents and employees.
5. The Subcontractor shall pay all sales tax, old age benefits and unemployment compensation taxes upon the material and labor furnished under this contract, as required by the United States Government and the State of Michigan.
6. No extra work or changes under this contract will be recognized or paid for, unless agreed to in writing before the work is done or the changes made.
7. This contract shall not be assigned by the Subcontractor without first obtaining permission in writing from Comstock Construction Company.
8. Comstock Construction Company shall have the right to terminate this Subcontract Agreement, without cause, upon seven (7) days' written notice to Subcontractor. Additionally, if the Contract is terminated by the Owner, this Subcontract shall simultaneously terminate. Subcontractor's compensation in the event of termination under this paragraph shall be made on an equitable basis, based solely on direct labor, material and equipment costs incurred by Subcontract to the time of termination, plus five (5%) percent for overhead and profit, provided that Comstock Construction may withhold amounts it reasonably deems necessary to remedy any defects or deficiencies in the work or to remedy any acts or omissions of Subcontractor. Subcontractor hereby waives any claims for lost profits or other consequential or incidental damages due to termination under this paragraph.

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CONTRACT

No. 2

- 9.. All billings must be submitted on AIA form G702 and G703, or equivalent, and must be in the office of Comstock Construction Company by the designated billing date (usually the 25th of the month). An original, current, and signed sworn statement with an original signature and notarization must be attached to every monthly billing. Failure to comply may result in delay in payment.
- 10.. Comstock Construction Company shall establish principal axis lines of the building and site whereupon the Subcontractor shall lay out and be strictly responsible for the accuracy of the Subcontractor's work.
11. The subcontractor shall be responsible for cleanup of his own work. Failure to do so may result in cleanup by Comstock Construction Company, with a backcharge against the Subcontractor.
12. Also, that should Comstock Construction Company, or it's agent, or an employee of Comstock Construction Company be made a party to any suit or proceeding, even though such suit or proceeding is groundless, false, or fraudulent, arising out of injury, damage or loss for which the Subcontractor assumes liability under this contract, the Subcontractor will defend such suit or proceeding and shall indemnify save harmless Comstock Construction Company, it's agents and employees, of and from all liability, loss, expenses, judgments (including interest thereon), and attorney's fees.
13. One signed copy of this agreement must be returned along with insurance certificates before work may commence.
14. Waivers of lien must be submitted to cover each payment. Successive payments and final payment will not be made until waivers for previous payments are in place.
15. Required shop drawings and submittals shall be submitted promptly so as not to delay the work, and shall be submitted in the required number of copies.
16. If the Contract Documents provide for liquidated damages for delay beyond the completion date set forth in the Contract Documents, and are so assessed, then Comstock Construction Company may assess same against the Subcontractor in proportion to the Subcontractor's share of the responsibility for such delay.
17. The Subcontractor shall comply with all requirements of the Michigan Occupational Safety and Health Act. The Subcontractor shall make readily available current Material Safety Data Sheets covering any and all hazardous chemicals within the workplace. Fines assessed against Comstock Construction Company as a result of the Subcontractor's failure to comply with MIOSHA guidelines may result in a backcharge of such fines against the Subcontractor. Failure of the Subcontractor to comply with MIOSHA requirements may also result in corrective action by Comstock Construction Company, with associated costs backcharged to the subcontractor.
18. The contract documents shall be binding on the Subcontractor as if they were included herewith.
19. Comstock Construction Company and the Subcontractor rely on the premise that time is of the essence for both parties. Delays affecting Comstock Construction Company or the Subcontractor shall require notification by either party prior to incurring costs.
20. The Subcontractor shall work the standard 8:00 AM to 4:30 PM shift unless prior authorization is received from Comstock Construction Company. *S MR*
21. Progress payments, less retainage of ~~ten (10%)~~ percent, shall be made to the Subcontractor for work satisfactorily performed. The receipt of payments by Comstock Construction Company shall be a condition precedent to payments to the Subcontractor. Comstock Construction Company shall have no obligation to pay the Subcontractor if the Owner fails to pay Comstock Construction Company due to the Owner's insolvency or for any other reason. Comstock Construction Company and the Subcontractor further agree that no provision in the Contract Documents shall negate this condition precedent to payment to the Subcontractor. These payments are subject to receipt of such lien waivers, affidavits, warranties and guarantees required by the Contract Documents.

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CONTRACT

No. 2

Item	Quantity	Units	Stock Number/Description	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	1.00		Provide uninterrupted power supply, installation, and configuration for the new building project.	\$5,302.79	0.00%	\$0.00	\$5,302.79
002	1.00		Provide wireless infrastructure, installation and configuration for the new building project.	\$5,340.47	0.00%	\$0.00	\$5,340.47
003	1.00		Provide a server rack installation and mounting of server equipment for the new building.	\$3,305.80	0.00%	\$0.00	\$3,305.80
004	1.00		Provide network switching, installation and configuration for the new building project.	\$17,667.04	0.00%	\$0.00	\$17,667.04

Unit Cost: \$31,616.10

Unit Tax: \$0.00

Total: \$31,616.10

Contracted By:

Empiric Solutions

Signed: _____

By: Eric Seelye

Date: _____

Contracted By:

Comstock Construction Company

Signed: Michael J. Comstock

By: Michael J. Comstock

Date: 9-26-14