



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): The Maples - Benzie County Medical Care Facility Frankfort Michigan	CHANGE ORDER NUMBER: 008 DATE: 08/26/14	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Comstock Construction Company 740 Centre Street Traverse City, Michigan 49686	ARCHITECT'S PROJECT NUMBER: 3206 CONTRACT DATE: 12/17/13 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Add Hoods and Ansl Systems

Stafford Smith 40,547.00

Northern Fire 6,153.00

The original Guaranteed Maximum Price was	\$	10,276,014.00
The net change by previously authorized Change Orders	\$	202,862.00
The Guaranteed Maximum Price prior to this Change Order was	\$	10,478,876.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$	46,700
The new Guaranteed Maximum Price including this Change Order will be	\$	10,525,576.00

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)

9/24/14
DATE

Comstock Construction Company
CONTRACTOR (Firm name)

740 Centre Street
Traverse City, Michigan 49686

ADDRESS

BY (Signature)

MICHAEL J. COMSTOCK
(Typed name)

8/26/14 9-24-14
DATE

Benzie County Building Authority
OWNER (Firm name)

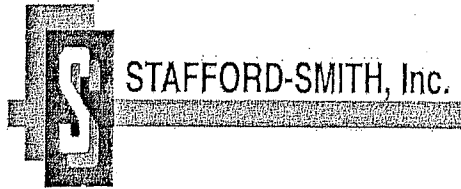
448 Court Place, Beulah, Mi 49617

ADDRESS

BY (Signature)

THOMAS N. LONG
(Typed name)

9-24-14
DATE



STAFFORD-SMITH, Inc.

Quote

08/25/2014


To:
 Comstock Construction
 740 Centre St.
 Traverse City, MI 496860000
 2319464911
 2319462913 (Fax)

Project:
 Comstock Construction - Maples
 Attn: Jody

From:
 Stafford Smith, Inc.
 Cris Gross
 400 West Front Street
 Suite #202
 Traverse City, MI 49684
 (231) 946-5374 3701 (Contact)
 (231) 590-8126 (Cell)
 (269)343-2509 (Fax)
 cgross@staffordsmith.com

Project Code: COMSTOCK

Job Reference Number: COM082014

Item	Qty	Description	Sell	Sell Total
1	4 ea	VENTLESS EXHAUST SYSTEM  Giles Enterprises Model No. GVH-C-F Packed: ea Ventless Hood, floor stand mounted, certified type-1 hood with 4-stage filtration, double stainless steel baffle filters, electrostatic air cleaner, disposable activated charcoal filter, UV lamp, 20 ga. to 18 ga. stainless steel construction, 208-240v/60/1-ph, 5.0 amps (hood only), cUL, CE (includes soak tank & operations manual)	\$8,648.83	\$34,595.32
	4 ea	Interlocked appliance receptacle, 50 amps max	\$576.20	\$2,304.80
	8 ea	31964 Charcoal Filter Assembly (POVH / FSH-3.5,4) *** NOTE TO FACTORY - Floor model #GVH-F is required - Auto Quotes only allows you to select the floor/counter model # GVH-C-F	\$79.30	\$634.40
			ITEM TOTAL:	\$37,534.52
2		TAX Applicable sales/use tax is not included in this quotation and will be added to your invoice - thank you!		
3		DROP SHIP Units to drop ship to the job site to arrive around but not later than October 31st per Tom Comstock.		

Merchandise	\$37,534.52
Freight	\$717.76
Tax 6%	\$2,295.14
Total	\$40,547.42

Prices Good Until: 09/19/2014

TERMS: Upon receipt of application and credit approval, terms are as follows: Signed order, 50% down payment with net balance due upon receipt of invoice unless prior arrangements have been made with our credit department. Progressive payments will be due in full upon receipt of invoice. This includes items shipped by the manufacturer to Stafford-Smith for storage and is not conditional upon being installed, mechanically

connected or operational. You are welcome to inspect all stored materials.

Stafford-Smith, Inc. shall retain security interest in all equipment, parts, small wares, accessories, attachments, additions, and any replacements of the above that have been installed, affixed to or used in connection with the items specified in this proposal until all amounts have been paid. Should the Buyer sell or otherwise dispose of such collateral in violation of the terms of this agreement, Stafford-Smith, Inc. retains an interest in the proceeds from such transactions. Buyer authorizes Stafford-Smith, Inc. to file a financing statement describing the collateral and a copy of this agreement and/or the credit application may be filed as a security agreement for granting a secured interest in Buyer's inventory and sales

proceeds thereof. Past due amounts constitute a default and are subject to service charges of 1 1/2% per month, collection costs, and attorney fees.

In addition to non-payment, an act of default by the buyer will have occurred if the buyer fails to accept the order of goods or fails to perform any other covenants under this agreement. In the event of default, Stafford-Smith, Inc. may enter any business property and without breach of the peace take possession of any or all collateral and exercise our rights in the event of default of a secured party as specified under the Uniform Commercial Code. Should any disputes arise, Buyer also acknowledges and submits to jurisdiction in the State of Michigan and County of Kalamazoo.

Except as otherwise provided herein, this proposal does not include any applicable State or Federal taxes, any charge for electrical wiring or plumbing and is subject to acceptance by buyer and seller within thirty (30) days from the date of this quote and only in accordance with the terms stated.

When ordering drop-ship equipment, please be aware to inspect your order immediately upon receipt. You may request the driver wait, for a reasonable amount of time, while you inspect and they must comply to your request. If the driver refuses to wait, mark the receipt "driver not willing to wait" and contact Stafford-Smith within (48) hours in order for a claim to be filed. If there is damage, you may refuse or you can accept and note the damage. It is important to take photos, if possible, to assist in filing the claim. You must keep all original cartons, even if you accept the damage, so Stafford-Smith can pursue a freight claim on your behalf. Promptly send the bill of lading and any additional documentation to your Stafford-Smith representative to initiate the process and note that if you don't have time to inspect when delivered, you have up to (48) hours to inspect and notify us immediately if there is an issue so we can address the best way to handle the claim. If not notified within (48) hours, your claim may not be valid.

I agree to the terms hereof and offer to purchase described goods and services as proposed hereby.

Accepted by:

Signature: _____

Print Name and Title: _____

On Behalf of: _____

(Full Corporate Name)

Date: _____

Stafford-Smith, Inc. Account Executive:

Signature: _____

Print Name: _____

Date: _____



1798 Northern Star Drive | Traverse City, MI 49696 | www.northernfiretc.com

August 19, 2014

Comstock Construction
Attn: Tom
740 Centre St
Traverse City, MI 49686

Re: Our file #214-3-324 The Maples Frankfort

Tom,

Northern Fire & Safety is submitting this proposal for the installation of (4) **Ansul R-102** fire suppression systems for the above mentioned facility.

The systems would be designed and installed in accordance with the manufacturer's listed guidelines, N.F.P.A. #96 and #17A, U.L. 300, state and local codes.

The proposal is based upon:

- Ventless hoods are being pre-piped by the factory
- Plenum protection for (4) 36" hoods
- Surface protection for (4) 4 burner electric ranges (1 range per hood)
- Labor and materials for electrical shut-downs and/or connection to any audible devices to be provided by your electrician – **Make-up air and electrical outlets under the hood must be shut down on system activation.**
- Exposed piping under the hood to be chrome sleeved
- Systems sized according to the hazard being protected
- **Provide State of Michigan required certification fees, construction code mechanical permit, submittals and drawings.**
- **Provide (1) "dry" check out test for the inspectors**
- All design and installation work outlined in this proposal will be completed by factory trained personnel during the hours of 8:00 AM and 5:00 PM, unless other arrangements are made.
- The price will remain firm for 60 days after which Northern Fire and Safety reserves the right to submit our updated prices



NFPA

Member: National Fire
Protection Association

The pricing as outlined above:

(4) Ansul R-102 suppression system labor & materials.....\$5,240.00
Sales tax of \$193.00, if applicable, is not included in the price.

Additionally:

• (4) "K" class kitchen fire extinguishers.....\$720.00

Again, thank you for your consideration of Northern Fire & Safety, Inc. If this proposal meets with your approval, please sign and return the acceptance of proposal via fax at (231) 947-6153. If you have any questions, please feel free to call me at (231) 947-6035.

Sincerely,

Craig Malaski

**ACCEPTANCE OF PROPOSAL – ANSUL R-102 SYSTEM – OUR FILE # 214-3-324
The Maples Frankfort**

Signature: _____

Printed name: _____

Date: _____

PO#: _____

"Payment Terms: Net 30 days: past due accounts subject to a \$1.00 carrying charge, plus 1 ½% interest, per month, with an annual rate of 18%. If customer should default in the timely payment of this invoice, and Northern Fire & Safety should employ an attorney to enforce its rights hereunder, customer shall reimburse Northern Fire & Safety all of its costs, expenses, and attorney's fees incurred. Customer agrees that any action to enforce payment hereunder may be instituted in Grand Traverse County, and customer waives any objection regarding jurisdiction or venue relating thereto." If customer has more than one project or job it has hired Northern Fire & Safety for, Northern Fire & Safety reserves the sole right to either not start or immediately stop providing any services on any and all project(s) it is working on for Customer if Customer has not timely and/or fully paid for all services provided for any such project(s). Northern Fire & Safety may exercise this right without providing any notice to customer.



The Maples - Benzie County
 Medical Care Facility
 Bulletin Review / Cost Summary 5

8/20/14

Bulletin No. 7 Summary

Cost

Revision to (4) satellite kitchens to accommodate Kitchen Hoods, adjust casework design, add island, electrical for added equipment and upgrade to quarry tile floor. \$30,000 est.

\$500,000 Construction Contingency Summary

1) Revised electrical from secondary to primary power.	\$56,277	\$443,723 remaining
2) Bulletins 1 through 6.	\$90,766	\$352,957 remaining
3) Add bed pan washers	\$27,000	\$325,957 remaining
4) Phone, IT Cabling and Nurse Call	\$75,202	\$250,755 remaining
5) Commercial Kitchen Hoods	\$45,884	\$204,871 remaining ✶
6) Bulletin No. 7 (needs to be finalized)	\$30,000 est.	\$174,871 remaining

\$190,000 Allowance for Phone, IT Cabling & Nurse Call Summary

- 1) Refer to attached summary. (\$75,202) deficit*
 * Contained in Construction Contingency above.

\$775,852 FF&E Summary

- 1) Refer to attached summary \$45,356 remaining

\$250,000 Renovation Allowance Summary

- | | | |
|--|-----------|---------------------|
| 1) Bulletin No. 4 renovation of multi-purpose room to Physical Therapy. | \$138,241 | \$111,759 remaining |
| 2) Bulletin No. 5 architectural renovations to add new library, barber/beauty and offices. | \$42,299 | \$69,460 remaining |
| 3) Bulletin No. 6 electrical additions to existing building. | \$35,465 | \$33,995 remaining |