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Document G701[®] – 2017

Change Order

PROJECT: *(Name and address)*
Denton Independent School District
Calhoun Middle School
1007 Fulton Street
Denton, TX 76201

CONTRACT INFORMATION:
Contract For: General Construction

Date: August 15, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: 07/13/2023

OWNER: *(Name and address)*
Denton Independent School District
1307 N. Locust Street
Denton, TX 76202

ARCHITECT: *(Name and address)*
Corgan Associates, Inc.
401 N. Houston Street
Dallas, Texas 75202

CONTRACTOR: *(Name and address)*
Balfour Beatty Construction
3100 McKinnon Street, 7th Floor
Dallas, TX 75202

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Replacement of the athletic track and subbase per Potential Change Order CMS-180.

The original Contract Sum was	\$	73,541,504.00
The net change by previously authorized Change Orders	\$	
The Contract Sum prior to this Change Order was	\$	73,541,504.00
The Contract Sum will be increased by this Change Order in the amount of	\$	621,277.00
The new Contract Sum including this Change Order will be	\$	74,162,781.00

The Contract Time will be unchanged by n/a (n/a) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that 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.

Corgan Associates, Inc.
ARCHITECT *(Firm name)*


SIGNATURE

Keith Cummins
PRINTED NAME AND TITLE

07/13/2023
DATE

Balfour Beatty Construction
CONTRACTOR *(Firm name)*


SIGNATURE

Damon Maldonado, VP/BUL
PRINTED NAME AND TITLE

July 13, 2023
DATE

Denton Independent School District
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

POTENTIAL CHANGE ORDER



Project: Denton ISD_Calhoun MS & Rayzor ES
Project No.: 17163000

Date: 07/12/2023

To: Denton Independent School District
230 N Mayhill Rd
Denton, Texas 76208

PCO No.: **CMS-180**

Change Event No.: CMS-180

Attn: Brandon Boyter

Subject: **CE #CMS-180 - Track Replacement**

This proposal serves as a Change Order Request for the above referenced project. Revisions to the scope of work, contract price, and contract time are as described & summarized below, and supported by the attached documentation (as applicable).

Description of Change:

CE #CMS-180 - Track Replacement

Cost to provide material, manhours, and equipment to replace the existing track at Calhoun MS.

Cost Summary:

No.	Description	Amount
1	(Paragon Sports) - Replacment of athletic track and subbase per DISD Request	\$621,277.00
2	Cost Funded from OCO	(\$621,277.00)
TOTAL PROPOSAL AMOUNT		\$0.00

If acceptable, please return one fully executed copy of this proposal indicating your acceptance and authorizing work to proceed. This proposal once approved shall be incorporated into a Change Order to the Contract Agreement.

Submitted by:
Balfour Beatty Construction, LLC
Contractor

Reviewed by:
Corgan
Architect

Accepted by:
Denton ISD
Owner

Signature:

Signature:

Signature: _____

Print Name: **Robert Ortiz**

Print Name: Keith S Cummins

Print Name: _____

Title: **SPE** Date: **07/12/23**

Title: Project Manager, VP Date: 07/13/2023

Title: _____ Date: _____

TOTAL COST OF WORK		569,885.00
SUBCONTRACTOR DEFAULT INSURANCE	1.400%	7,978.39
GENERAL LIABILITY	0.850%	4,844.02
BUILDER'S RISK INSURANCE	0.075%	427.41
PERFORMANCE BOND	0.800%	4,559.08
FEE	1.700%	9,688.05
		597,381.95
O&P	4.000%	23,895.28
	Total	621,277.23



TRACK REPLACEMENT

Revised Date: ***JUNE 20, 2023***
Owner: DENTON INDEPENDENT SCHOOL DISTRICT
Contact:

Project: DENTON ISD CALHOUN MIDDLE SCHOOL TRACK REPLACEMENT
Address:

Plans: N/A
Geotechnical Report: N/A – EMAIL DATED 6/20/23 MARK LEATHERWOOD
Addenda: N/A

CALHOUN MIDDLE TRACK REPLACEMENT

Paragon Sports Constructors will perform the following scope of work with specialized equipment designed for the construction of track replacement:

1. PSC will provide labor, equipment, and supervision.
2. PSC will provide insurance.
3. PSC will receive track with surface removed and disposed under separate contract.
4. PSC will remove approximately 5254 SY of existing asphalt and rock base at track oval to a 6” depth and dispose of offsite.
5. PSC will excavate subgrade to a 6” depth and dispose of clay off site.
6. PSC will scarify, rework and compact subgrade to a 12” depth to a moisture content between 1% below & 3% above optimum. ~~Note: depth of scarification and rework not provided.~~
7. PSC will install flexbase to an 8” depth and grade in preparation for asphalt installation.
8. PSC will install one 2” lift of type B asphalt and one 2” lift of type D asphalt on track oval and three chutes. Allow for proper cure time for new track surfacing.
9. \$40,000.00 concrete repair and replacement allowance for existing track curb.

Calhoun Middle School Track Replacement: ● \$569,885.00

EXCLUSIONS

1. Sales Taxes
2. Liquidated Damages
3. Subgrade stabilization – geotechnical report not provided
4. Concrete curb
5. Asphalt replacement other than specifically stated above
6. Electrical



- 7. Conduit
- 8. Permits and fees

PROPOSAL CONDITIONS and QUALIFICATIONS

- 9. This proposal assumes PSC shall have clear and reasonable access to the work for equipment and materials.
- 10. PSC understands there may be more than one mobilization for this project.
- 11. This proposal assumes PSC standard wage rate for labor (Davis-Bacon or their Governmental wage scales are not included in the pricing above).
- 12. Due to continuing fluctuations in the cost of materials beyond our control, PSC reserves the right to verify material pricing prior to execution of a contract if a contract is not awarded within 60 days of the date of this proposal.
- 13. Unless specifically stated otherwise, this proposal assumes that all construction testing and third-party inspection will be contracted and paid for by the owner or general contractor. PSC will coordinate inspections and make all work available for testing; PSC can provide a separate proposal for this work if desired.

INSURANCE POLICY COVERAGES

Workers Comp: Bodily Injury	\$1,000,000 ea accident
Workers Comp: Disease	\$1,000,000 policy limit
General Liability: General Aggregate	\$2,000,000 policy limit
General Liability: Personal/Advert. Injury	\$1,000,000 policy limit
General Liability: Each Occurrence	\$1,000,000 policy limit
Additional Excess Umbrella	\$5,000,000 policy limit

PROPOSAL CONFIRMATION

SIGNED:

Paragon Sports Constructors
Name: Rex Shelley
Title: Vice President of Estimating
Email: rshelley@paragon-sports.com
Phone: (817) 916-5000

the Architect, then such services shall be paid for by the Contractor through the Owner, unless the additional services are required due to the fault of the Owner or the Architect.

...

~~Contractor's delays, improperly timed activities, damage to the Work or defective construction.~~ § 6.2.3.2 All construction costs resulting from the Contractor's negligence, lack of oversight, inattention to detail, failure to investigate, or failure to follow the Construction Documents or Contract Documents, will be borne by the Contractor.

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. A properly prepared written request for a change in the Work by Contractor shall be accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner.

...

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents or Construction Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Contractor shall not make any claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price due to: a change in the materials used; a change in the specified manner of constructing and/or installing the Work; or additional labor, services, or materials, beyond that actually required by the terms of the Construction Documents or the Contract Documents, unless made pursuant to a written order or directive from Owner authorizing Contractor to proceed with a change in the Work. No claim for an adjustment to time, Contract Sum or Guaranteed Maximum Price shall be valid unless so ordered or directed.

...

§ 7.1.4 On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

...

- .1 For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the cost (0% for change orders to be paid out of any contingency allowance).

...

- .2 For the Contractor, for the Work performed by the Contractor's Subcontractors, four percent (4%) of the amount due the Subcontractors (0% for the change orders to be paid out of any contingency allowance).

...

- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost.

...

- .4 The costs to which the above percentages shall be applied will be determined in accordance with Section 7.3.7.