



Kingery Construction Co. 201 N 46th St Lincoln, Nebraska 68503 Phone: +14024654400 Project: 11-23-6785 - CRETE ISIS THEATRE PHASE 2 139 W. 13th Crete, Nebraska 68333

## Prime Contract Potential Change Order #006: CE #016 - Spray Foam onCeiling

		<b>U</b>	
TO:		FROM:	
PCO NUMBER/REVISION:	006 / 0	CONTRACT:	11-23-6785 - CRETE ISIS THEATRE PHASE 2
REQUEST RECEIVED FROM		CREATED BY:	Mark Riley (Kingery Construction Co.)
STATUS:	Pending - In Review	CREATED DATE:	4/25/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#006 - CE #016 - Spray Foam onCeiling
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	5 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$34,264.00

POTENTIAL CHANGE ORDER TITLE: CE #016 - Spray Foam onCeiling

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #016 - Spray Foam onCeiling Add 3" of spray foam to the underside of the roof deck over the House and Stage areas.

#### ATTACHMENTS:

ISIS THEATER SPRAY FOAM 2024 PRICING.pdf

#	Budget Code	Description	Amount
	07-2129.S SPRAYED INSULATION.SUBCONTRACTORS (blue contract)	Add Spray Insulation at Ceiling	\$31,361.00
2	01-1005.L PROJECT SUPERINTENDENT.LABOR	Supervision	\$255.00
1 3	01-1025.P PROJECT MANAGER.PROJECT MANAGEMENT	Project Manager	\$110.00
		Subtotal:	\$31,726.00
		Fee (8.00% Applies to all line item types.):	\$2,538.00
		Grand Total:	\$34,264.00

4/26/2024 DATE SIGNATURE

SIGNATURE



#### NEBRASKA BUILDING PRODUCTS

#### WORK AGREEMENT

License #:26946

Branch#: 681 | 221 Oakcreek Dr Ste 2 | Lincoln, NE 68528-1577 | (402) 438-2006

CUSTOMER/BUILDER KINGERY CONSTRUCTION CO / 61573 201 N 46TH STREET Lincoln, NE 68503-3712 (402) 465-4529 **JOB SITE INFORMATION** ISIS THEATER 139 WEST 13TH STREET CRETE, NE 68333 TRADE: INSULATION QUOTE #: 82758815 / 2 ISSUE DATE: 04-25-2024 SALES PERSON: Brennan, L Robert

### **CLOSED CELL SPRAY FOAM 2" THICK**

ALL ITEMS BELOW INCLUDE: FURNISH AND INSTALL, MULTIPLE MOBILIZATIONS (MAY BE UP TO 10 WORKING DAYS IF BACKSTAGE CEILING IS DONE AS WELL), LIFTS/SCAFFOLDING, INSTALL/ REMOVAL OF ALL PROTECTIVE POLY FOR WALLS, BEAMS AND FLOORS AS NEEDED, CLEAN UP OF OUR WORK ITEMS AND SALES TAX ON MATERIALS.

Work Area	Item	Notes
Ę	R-14 WALLTITE MAX = 2 Nominal Inches CLOSED CELL FOAM	

#### BASE TOTAL: \$26,137.00

**OPTIONS** - Initial the sections that you would like added and/or reduced from base total.

#### **CLOSED CELL SPRAY FOAM 3" THICK**

#### ADDER TO BASE PRICE TO GO WITH 3" R-21 CLOSED CELL SPRAY FOAM

Work Area	Item	Notes
Ceiling Area Flat	R-21 WALLTITE MAX = 3 Nominal Inches CLOSED CELL FOAM	

#### CLOSED CELL SPRAY FOAM 3" THICK AT BACKSTAGE CEILING

Work Area	Item	Notes	
Ceiling Area Flat	R-21 WALLTITE MAX = 3 Nominal Inches CLOSED CELL FOAM		
	Initial:	_ TOTAL for option:	+ \$3,436.00

## Total: \$31,361.00

NOTE: This agreement consists of multiple pages. If you do not receive the number of pages noted below, please contact Contractor directly at the telephone number stated above.

Draft stop, fire block, fire stop (IBC 718.4.1, 718.4.2 and 718.4.3 or locally adopted equivalent), and fire rated caulking are not included within Contractor's Work unless specifically listed above.

Contractor is willing to furnish to you all material and labor required for the Scope of Work, subject to the terms and conditions stated in this agreement.

**TERMS OF PAYMENT:** Payment in full due as stated on invoice regardless of any payment arrangements you have with third parties. Visit www.truteambillpay.com to manage your invoices and make payments online with TruTeam Bill Pay.

ACCEPTANCE: Contractor may change and/or withdraw this agreement if Contractor does not receive your signed acceptance within 10 business days after the Date stated above.

**PRICING:** The prices stated in the Scope of Work above will remain firm for 60 days after the Date stated above. If performance of this agreement extends beyond this 60 day period, you agree to pay Contractor's then current pricing ("Price") for any Work performed after that 60 day period. The Prices are based only on the terms and conditions expressly stated in this agreement. The Prices exclude any and all terms and conditions not expressly stated herein, including, without limitation, any obligation by Contractor to name you or any third-party as an additional insured on its insurance policy; to provide per project aggregate insurance coverage for the Work; to participate in any owner controlled, wrap, or similar insurance program; to indemnify or defend you or any third-party from any claims, actions and/or lawsuits of any kind or nature whatsoever except to the limited extent state in Section 18 of this agreement. Any terms or conditions required by you by contract or otherwise in addition to or inconsistent with those expressly stated in this agreement will result in additional charges and/or higher Prices. Any additional work performed is subject to Contractor's then current pricing (unless Contractor otherwise agrees in writing) and to this agreement.

CUSTOMER:			CONTRACTOR:			
By:		By:				
	SIGNATURE	TITLE		SIGNATURE	TITLE	
Compan	y Name:		Date:			

# THE INFORMATION CONTAINED IN THIS AGREEMENT IS CONFIDENTIAL. NEITHER THIS AGREEMENT NOR ITS TERMS MAY BE DISCLOSED TO THIRD PARTIES.