ROBERT EHMET HAYES & ASSOCIATES, PLLC ARCHITECTS

2512 DIXIE HIGHWAY, FT. MITCHELL, KENTUCKY 41017-3094

859-331-3121
reh@reharchitects.com
www.reharchitects.com

November 2, 2023

VIA EMAIL

To: Mr. Tony Watts, Superintendent
Newport Independent Schools

RE: Newport Independent Schools
Newport Primary – New Fire Alarm & Renovations to the Kitchen, Cafeteria and Gymnasium
BG #22-056 / REH #149-520

Enclosures:
1. Copy of Change Order No. 7.
2. Copy of KDE's Supplemental Form.

Action Required:
1. Obtain Board approval.
2. Execute the Change Order and the Supplemental Form, as appropriate.
3. Retain a fully executed copy for your file
4. Return a fully executed copy to this office and we will upload to KDE's FACPAC website on your behalf.

If you have any questions in this regard, please call

Ehmet Hayes

EH:jhf

FACPAC Contract Change Order Supplemental Information Form (Ref# 58475)

Form Status: Saved

Tier 2 Project: Newport Primary School - Kitchen/Cafeteria Renovations
BG Number: 22-056 District: Newport Independent (HB678)
Status: Active Phase: Project Initiation (View Checklist)

Contract: Graybach, LLC, 0001, Total Project
Type: General Contractor Proposed

Change Order Number	7
Time Extension Required	No
Date Of Change Order	11/2/2023
Change Order Amount To Date	Increase

Construction Contingency

Calculations below are project wide. Remaining negative Construction Contingency may require the submission of a revised BG1.

Current Approved Amount	$200,000.00
Net Approved COs	$154,975.00
Remaining After Approved COs	$45,025.00
Net All COs	$180,532.00
Remaining After All COs	$19,468.00

This Requested Change Order Amount +/-	$12,933.00
Change In A/E Fee This Change Order +/-	
Change In CM Fee This Change Order +/-	
Remaining Construction Contingency Balance	$19,468.00
Contract Change Requested By	Architect/Engineer; General Contractor; Local Board of Education
Contract Change Reason Code	Found Condition; Reduction of Scope

Change Order Description And Justification

COR #34 - Demolition of existing wood fencing and brackets by the existing transformer. Removal of bollard at end of fence - Add $1,643.

COR #35 - Machinery & Labor to move Kitchen Trailer/Removing Playground Equipment - Add $8,460.

COR #42 - Credit for deletion of Screen Door - Deduct ($549).

COR #43 - Kitchen Equipment Electrical Changes - Add $2,683.

COR #44 - Credit for Conduit in Lieu of Wiremole - Deduct ($500).

COR #45 - Credit for using PVC in Lieu of Copper under Kitchen Equipment for Drainage - Deduct ($260).

COR #47 - Remove existing breaker and add new breaker to Cooler and Refrigerator - Add $1,456.

Cost Benefit To Owner

COR #34 - Duke required new transformer at the primary school that was a bit larger than the original. A new fence and bollard will need to be constructed to adhere to the larger size.

COR #35 - Machinary & Labor used to move the Kitchen Trailer out for removal. Playground equipment was moved that was in the way of the trailer removal.

COR #42 - Screen door was no longer needed so a credit was given for the allocated cost.

COR #43 - Changes made to the Kitchen electric to better place breakers and disconnects in order for equipment to function at optimal performance.

COR #44 - Credit for using Conduit instead of Wiremold.

COR #45 - PVC piping was used for the drain lines at the prep sink, work table, pot/pan sink and disposer. Copper was called for in the specs, therefore a credit was given for the difference.

COR #47 - Swapping out of breakers to cooler and refrigerator due to changes in code that occured after design but before construction.

Contract unit prices have been utilized to support the cost associated with this change order. No

Detailed Cost Breakdown

Contract unit prices have not been utilized, provide a detailed cost breakdown which separates labor, material, profit and overhead.

Detail Item	**Amount**	**Percent of Total**
Labor	$7,400.34	57.22%
Materials	$3,429.87	26.52%
Profit and Overhead	$1,859.99	14.38%
Bond Insurance	$242.80	1.88%
Cost Breakdown Total:	$12,933.00	

Cost for this Change Order supported by an alternate bid or competitive price quote No

Explain Why

Change Order Supplemental Information Form Signature Page (Online Form Ref# 58475)

Architect	Date
Construction Manager	Date
Finance Officer	Date
Local Board of Education Designee	Date

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	**CONTRACT INFORMATION:**	**CHANGE ORDER INFORMATION:**
Newport Primary School - New Fire Alarm & Renovations to the Kitchen, Cafeteria and Gymnasium 1102 York Street Newport, Kentucky 41071 REH #149-520 / BG #22-056	Contract For: Total Project Date: February 24, 2022	Change Order Number: 007 Date: November 2, 2023
OWNER: *(Name and address)* Newport Independent Board of Education 30 West 8th Street Newport, Kentucky 41071	**ARCHITECT:** *(Name and address)* Robert Ehmet Hayes & Associates, PLLC 2512 Dixie Highway Fort Mitchell, Kentucky 41017	**CONTRACTOR:** *(Name and address)* Graybach, LLC 2416 Central Parkway Cincinnati, Ohio 45214

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.)
Change Order Proposal #34 - Demolition of existing wood fencing and brackets by the existing transformer. Removal of bollard at end of fence - Add $1,643.

Change Order Proposal #35 - Machinery and Labor to move Kitchen Trailer/Removing Playground Equipment - Add $8,460.

Change Order Proposal #42 - Credit for Deletion of Screen Door - Deduct ($549).

Change Order Proposal #43 - Kitchen Equipment Electrical Changes - Add $2,683.

Change Order Proposal #44 - Credit for Conduit in Lieu of Wiremold - Deduct ($500).

Change Order Proposal #45 - Credit for using PVC in Lieu of Copper under Kitchen Equipment for Drainage - Deduct ($260).

Change Order Proposal #47 - Remove existing breaker and add new breaker to Cooler and Refrigerator - Add $1,456.

The original Contract Sum was	$	3,399,200.00
The net change by previously authorized Change Orders	$	167,599.00
The Contract Sum prior to this Change Order was	$	3,566,799.00
The Contract Sum will be increased by this Change Order in the amount of	$	12,933.00
The new Contract Sum including this Change Order will be	$	3,579,732.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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.

Robert Ehmet Hayes & Associates, PLLC	Graybach, LLC	Newport Independent Board of Education
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*

SIGNATURE	SIGNATURE	SIGNATURE
Ehmet Hayes, Member	Pete Subach, Member	Tony Watts, Superintendent
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
	11.2.23	
DATE	DATE	DATE

2416 Central Pkwy
Cincinnati, OH 45214
Phone: (513) 381-4868
Fax: (513) 381-4398

PROJECT CHANGE ORDER REQUEST

To: Newport Independent BOE
30 West 8th Street
Newport, KY 41071
Project: Newport Primary Renovations

COR #: **047**

Date: 6/30/2023

Description: remove existing breaker and add new breaker to cooler and refrigerator

I'm fine with that – get a price to do them both.

Noah C. Onkst

Robert Ehmet Hayes & Associates, PLLC
2512 Dixie Highway
Fort Mitchell, Kentucky 41017
p: (859) 331-3121
f: (859) 331-3332

From: Zach Stegemoller <zachs@GLENWOODELECTRIC.COM>
Date: Wednesday, June 21, 2023 at 9:05 AM
To: Noah Onkst <nconkst@reharchitects.com>
Cc: Reid Lockwood <reid.lockwood@graybach.com>, Matthew Clapp <mclapp@c-tdesign.com>, Jenny Franzen <jhfranzen@reharchitects.com>, Dan Zornes <dwz@GLENWOODELECTRIC.COM>
Subject: Re: 16-0065 Newport Primary

I've reached out to Dan he will put together a price to swap out the breakers, if this truly is the issue of being gfci breakers needing changed then in my honest opinion change the cooler and freezer breaker to avoid this happening again.
Zach Stegemoller
Glenwood Electric, Inc
12250 Chandler Dr
Walton, Ky 41094
Office: (859)485-3700
Mobile: (859)912-3844

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval, the sum of **$1,456.00** will be added to the contract price.

ORIGINAL CONTRACT	**$3,399,200.00**
Other Approved Change Orders	*$167,599.00*
TOTAL CONTRACT TO DATE	**$3,566,799.00**
This Request	$1,456.00

COST SUMMARY
PROJECT CHANGE ORDER REQUEST

Project: **Newport Primary Renovations**
RFC No: **047**

Other Pending Requests	*$13,088.00*
TOTAL CONTRACT plus PENDING CO	**$3,581,343.00**

Graybach Signature: ______________________________ Date: ________
Graybach, LLC

Owner Signature: ______________________________ Date: ________
Newport Independent BOE

- *Owner signature above provides Graybach authorization to proceed on above stated description of work and added costs*
- *Unless notified by Owner, costs incurred from this scope can be billed per contract billing cycle.*
- *See attached sheet(s) for breakdown of costs and vendor quotes*

COST SUMMARY
PROJECT CHANGE ORDER REQUEST

Project: **Newport Primary Renovations**
RFC No: **047**

	Total
Bond/Insurance	24.82
SUBTOTAL	**24.82**

SUBCONTRACT	Number	SUB RFC	Total
Electrical			1,240.39
		SUBTOTAL	**1,240.39**

SUMMARY		AMOUNT
Bond/Insurance		$24.82
Subcontracts		$1,240.39
CHANGE ORDER COSTS		**$1,265.21**
OH&P15	15%	$190.79
REVISED CONTRACT AMOUNT		**$1,456.00**

COMMERCIAL + INDUSTRIAL ELECTRICAL CONTRACTORS
GLENWOOD ELECTRIC, INC
INSTALLATION | MAINTENANCE | DESIGN | VOICE & DATA | SECURITY

Change Order Pricing

PROJECT: Newport Primary FA & Renovations **DATE:** 6/30/2023

TO: Graybach

CONTRACTOR: Glenwood Electric Inc.

Description of C Freezer breaker replacement

Quantity	Description	Unit	Unit Price	Extended Amount
Materials				
			0	
	Richards Quote		0	$ 349.65
			0	$ -
				$ -
	Material Subtotal			**$ 349.65**
Equipment:				
				$ -
				$ -
	Equipment Subtotal			$ -
Other Charges:				
		1		
	Other Subtotal			$ -
	SUBTOTAL Material, Equipment, Other:			$ 349.65
	Kentucky Sales Tax:			$ 20.98
	Total Charges for Material, Equipment, Other:			**$ 370.63**
Labor	**Electrician labor rates:**			
0	Supervisor	HR	85.52	$ -
0	Supervisor - 1.5 X overtime	HR	118.69	$ -
0	Supervisor - 2 X overtime	HR	148.2	$ -
0	General Foreman	HR	84.67	$ -
0	General Foreman - 1.5 X overtime	HR	111.91	$ -
0	General Foreman - 2 X overtime	HR	139.14	$ -
8	Foreman	HR	80.13	$ 641.04
0	Foreman - 1.5 X overtime	HR	105.1	$ -
0	Foreman - 2 X overtime	HR	130.06	$ -
0	Journeyman	HR	75.58	$ -
0	Journeyman - 1.5 X overtime	HR	98.28	$ -
0	Journeyman - 2X overtime	HR	120.97	$ -
4	Apprentice	HR	57.18	$ 228.72
0	Apprentice - 1.5 X overtime	HR	72.61	$ -
0	Apprentice - 2 X overtime	HR	88.05	$ -
12	**Total Labor Charges:**			**$ 869.76**
	TOTAL PRICE FOR THE ABOVE:			**$ 1,240.39**

RICHARDS

QUOTE

ELECTRIC SUPPLY CO., INC
(513) 242-8800 OR (800) 234-4614

TAKEN BY	INVOICE DATE	ORDER NO.
0180		2793170-00

P.O. DATE	CUSTOMER P.O. NO.	PAGE #
06/23/23	NEWPORT SCHOOL	1

CUST. #: 1298

BILL TO:
GLENWOOD ELECTRIC
12250 CHANDLER DR

WALTON, KY 41094

SHIP TO:
GLENWOOD ELECTRIC
12250 CHANDLER DR

WALTON, KY 41094

CORRESPONDENCE:
RICHARDS ELECTRIC SPLY CO.,INC
4620 READING ROAD

CINCINNATI, OH 45229

INSTRUCTIONS	STAGING AREA

SHIP POINT	VIA	SHIPPED	TERMS
RICHARDS ELECTRIC CINCINNATI			1% 10th 30th

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M	AMOUNT NET
1	GENTHHQB32020 3P-240V-20A CB	1				202.15	each	202.15
2	GENTHHQB2115 2P-120V-15A CB	1				147.50	each	147.50
2	Lines Total					Total		349.65
						Taxes		20.98
						Invoice Total		370.63

Last Page

2416 Central Pkwy
Cincinnati, OH 45214
Phone: (513) 381-4868
Fax: (513) 381-4398

PROJECT CHANGE ORDER REQUEST

To: Newport Independent BOE
30 West 8th Street
Newport, KY 41071
Project: Newport Primary Renovations

COR #: **044**

Date: 3/24/2023

Description: credit for not using wire mold and using EMT.

Per Glenwood: the cost between the installing EMT and Wire Mold is the same cost. Wire mold is more expensive material wise, but EMT is more expensive to install. We will provide the $500 in what the wire mold material would cost as a credit.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval, the sum of **$-500.00** will be added to the contract price.

ORIGINAL CONTRACT	**$3,399,200.00**
Other Approved Change Orders	*$167,599.00*
TOTAL CONTRACT TO DATE	**$3,566,799.00**
This Request	$-500.00
Other Pending Requests	*$13,588.00*
TOTAL CONTRACT plus PENDING CO	**$3,579,887.00**

Graybach Signature: ______________________ Date: ________
Graybach, LLC

Owner Signature: ______________________ Date: ________
Newport Independent BOE

- *Owner signature above provides Graybach authorization to proceed on above stated description of work and added costs*
- *Unless notified by Owner, costs incurred from this scope can be billed per contract billing cycle.*
- *See attached sheet(s) for breakdown of costs and vendor quotes*

COST SUMMARY
PROJECT CHANGE ORDER REQUEST

Project: **Newport Primary Renovations**
RFC No: **044**

SUBCONTRACT	Number	SUB RFC	Total
Wire Mold Credit			-500.00
		SUBTOTAL	**-500.00**

SUMMARY	AMOUNT
Subcontracts	$-500.00
CHANGE ORDER COSTS	**$-500.00**
REVISED CONTRACT AMOUNT	$-500.00

COMMERCIAL + INDUSTRIAL ELECTRICAL CONTRACTORS
GLENWOOD ELECTRIC, INC
INSTALLATION | MAINTENANCE | DESIGN | VOICE & DATA | SECURITY

Change Order Pricing

PROJECT: Newport Primary FA & Renovations **DATE:** 5/8/2023

TO: Graybach

CONTRACTOR: Glenwood Electric Inc.

Description of Change: EMT credit

Quantity	Description	Unit	Unit Price	Extended Amount
Materials				
	Wesco EMT quote			$ 250.54
				$ -
				$ -
				$ -
	Material Subtotal			**$ 250.54**
Equipment:				
				$ -
				$ -
	Equipment Subtotal			**$ -**
Other Charges:				
				$ -
	Other Subtotal			**$ -**
	SUBTOTAL Material, Equipment, Other:			$ 250.54
	Kentucky Sales Tax:			$ 15.03
	Add 10% Overhead & 5% Profit:			$ 37.58
	Total Charges for Material, Equipment, Other:			**$ 303.15**
Labor	**Electrician labor rates:**			
0	Supervisor	HR	85.52	$ -
0	Supervisor - 1.5 X overtime	HR	118.69	$ -
0	Supervisor - 2 X overtime	HR	148.2	$ -
0	General Foreman	HR	84.67	$ -
0	General Foreman - 1.5 X overtime	HR	111.91	$ -
0	General Foreman - 2 X overtime	HR	139.14	$ -
0	Foreman	HR	80.13	$ -
0	Foreman - 1.5 X overtime	HR	105.1	$ -
0	Foreman - 2 X overtime	HR	130.06	$ -
26.5	Journeyman	HR	75.58	$ 2,002.87
0	Journeyman - 1.5 X overtime	HR	98.28	$ -
0	Journeyman - 2X overtime	HR	120.97	$ -
0	Apprentice	HR	57.18	$ -
0	Apprentice - 1.5 X overtime	HR	72.61	$ -
0	Apprentice - 2 X overtime	HR	88.05	$ -
26.5	**Total Labor Charges:**			**$ 2,002.87**
	TOTAL PRICE FOR THE ABOVE:			**$ 2,306.02**

WESCO DISTRIBUTION®

6860 ASHFIELD DR
(513) 542-4300
BLUE ASH OH 45242

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF, WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: GLENWOOD ELECTRIC CO
12250 CHANDLER DR

WALTON KY 410949674

Date: 05/03/23
Branch: 3405
Project Number:
Project Name
Quoted To:
Date of Your Inquiry: 05/03/23
When ordering please refer to Quotation Number: 823872

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	170	CONDUIT 3/4-EMT ELEC METALLIC TBG	80.120	C	136.20	0.00		05/03/23
15	20	CRS 1B 3/4 RGD 3/4 EMT HANGER WITH	32.140	C	6.43	0.00		05/03/23
20	33	EGS 7075S 3/4 IN EMT COMP CONN	0.550	E	18.15	0.00		05/03/23
25	33	EGS 4SD-EK BX 4 IN SQ 2-1/8 DEEP ECNTRC KOS	1.790	E	59.07	0.00		05/03/23
30	33	CRS TP480 4 SQ BOX CVR 1 DEVICE FLT	93.010	C	30.69	0.00		05/03/23
		SUB-TOTAL			250.54			
		ESTIMATED TAX			15.03			
		TOTAL			265.57			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.

Per:

COMMERCIAL + INDUSTRIAL ELECTRICAL CONTRACTORS
GLENWOOD ELECTRIC, INC
INSTALLATION | MAINTENANCE | DESIGN | VOICE & DATA | SECURITY

Change Order Pricing

PROJECT: Newport Primary FA & Renovations **DATE:** 5/8/2023

TO: Graybach

CONTRACTOR: Glenwood Electric Inc.

Description of Change: Wiremold credit

Quantity	Description	Unit	Unit Price	Extended Amount
Materials				
	FDL Wiremold quote			$ 619.69
				$ -
				$ -
				$ -
	Material Subtotal			**$ 619.69**
Equipment:				
				$ -
				$ -
	Equipment Subtotal			$ -
Other Charges:				
				$ -
	Other Subtotal			$ -
	SUBTOTAL Material, Equipment, Other:			$ 619.69
	Kentucky Sales Tax:			$ 37.18
	Add 10% Overhead & 5% Profit:			$ 92.95
	Total Charges for Material, Equipment, Other:			**$ 749.82**
Labor	**Electrician labor rates:**			
0	Supervisor	HR	85.52	$ -
0	Supervisor - 1.5 X overtime	HR	118.69	$ -
0	Supervisor - 2 X overtime	HR	148.2	$ -
0	General Foreman	HR	84.67	$ -
0	General Foreman - 1.5 X overtime	HR	111.91	$ -
0	General Foreman - 2 X overtime	HR	139.14	$ -
0	Foreman	HR	80.13	$ -
0	Foreman - 1.5 X overtime	HR	105.1	$ -
0	Foreman - 2 X overtime	HR	130.06	$ -
20.75	Journeyman	HR	75.58	$ 1,568.29
0	Journeyman - 1.5 X overtime	HR	98.28	$ -
0	Journeyman - 2X overtime	HR	120.97	$ -
0	Apprentice	HR	57.18	$ -
0	Apprentice - 1.5 X overtime	HR	72.61	$ -
0	Apprentice - 2 X overtime	HR	88.05	$ -
20.75	**Total Labor Charges:**			**$ 1,568.29**
	TOTAL PRICE FOR THE ABOVE:			**$ 2,318.11**

F.D. LAWRENCE ELECTRIC CO.
ELECTRICAL DISTRIBUTION, AUTOMATION AND LIGHTING EQUIPMENT

Quotation

EXPIRATION DATE	QUOTE NUMBER
04/19/2023	S100874756

THE F.D. LAWRENCE ELECTRIC CO.
3450 BEEKMAN STREET
CINCINNATI, OH 45223
Phone 513-542-1100
Fax 513-542-2422

PAGE NO. 1 of 1

THE F.D. LAWRENCE ELECTRIC CO.
3450 BEEKMAN STREET
CINCINNATI, OH 45223
Phone 513-542-1100
Fax 513-542-2422

QUOTE TO:

GLENWOOD ELECTRIC CO INC
12250 CHANDLER DRIVE
WALTON, KY 41094

SHIP TO:

GLENWOOD ELECTRIC CO INC
12250 CHANDLER DRIVE
WALTON, KY 41094

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
1275			GREGG FEIE

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
ROGER NOBLE		PASS ALONG 10TH	04/18/2023	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
170FT	WMOLD 700WH Raceway 10' Lengths - White USUALLY SOLD IN CARTON QUANTITY OF 100' AS OF 4/18/23 FDL HAS STOCK OF 670'	1.707/ea	290.13
33ea	WMOLD 5745WH Combination Switch & Recept. Box 1/2" KOs On Ends & Sides - White Nonstock Item at FDL	9.619/ea	317.43
20ea	WMOLD 5703WH Supporting Clip - White Nonstock Item at FDL SOLD IN CARTON QUANTITY OF 10 BOM NOT GUARANTEED. SHIPPING CHARGES MAY APPLY.	0.606/ea	12.13

Taxes not included, they will be included on invoices when applicable!
All Quotes are valid for 24 hours only!!

Subtotal	619.69
S&H Charges	0.00
Amount Due	619.69

Printed By: ROGNOB on 4/18/2023 10:34:00 AM EDT

From: Dan Zornes
To: Reid Lockwood
Subject: Re: Newport CORs
Date: Monday, May 8, 2023 11:43:59 AM

Correct.

Thanks

Dan Zornes
Glenwood Electric Inc.
859-393-3263

> On May 8, 2023, at 11:37 AM, Reid Lockwood <reid.lockwood@graybach.com> wrote:
>
> Got it so you are only going to provide a credit of $500 to give back something.
>
> **Reid Lockwood** |Project Manager | C: *513.200.9115* | *reid.lockwood@graybach.com*
>
> **GRAYBACH, LLC** | *2416 Central Pkwy* | *Cincinnati, OH 45214* | *P: 513.381.4868* | *F: 513.381.4398*
>
> **From:** Dan Zornes <dwz@GLENWOODELECTRIC.COM>
> **Sent:** Monday, May 8, 2023 11:28 AM
> **To:** Reid Lockwood <reid.lockwood@graybach.com>
> **Subject:** Re: Newport CORs
>
> I'll call you in a few
>
> Thanks
>
> Dan Zornes
> Glenwood Electric Inc.
> 859-393-3263
>
> > On May 8, 2023, at 11:24 AM, Reid Lockwood <reid.lockwood@graybach.com> wrote:
> >
> > But the costs don't add up its only a few bucks

Reid Lockwood |Project Manager | C: *513.200.9115* | *reid.lockwood@graybach.com*

GRAYBACH, LLC | *2416 Central Pkwy* | *Cincinnati, OH 45214* | *P: 513.381.4868* | *F: 513.381.4398*

From: Dan Zornes <dwz@GLENWOODELECTRIC.COM>
Sent: Monday, May 8, 2023 11:22 AM
To: Reid Lockwood <reid.lockwood@graybach.com>
Subject: Re: Newport CORs

No. The only thing I'll credit is 500 dollars to be one with this. I was just showing a breakout of all the labor and materials for both applications so eve yone can see what it costs.

Thanks

Dan Zornes
Glenwood Electric Inc.
859-393-3263

On May 8, 2023, at 11:18 AM, Reid Lockwood <reid.lockwood@graybach.com> wrote:

can you confi m the c e it you a e ovi ing

Reid Lockwood |Project Manager | C: *513.200.9115* | *reid.lockwood@graybach.com*

GRAYBACH, LLC | *2416 Central Pkwy* | *Cincinnati, OH 45214* | *P: 513.381.4868* | *F: 513.381.4398*

From: Dan Zornes <dwz@GLENWOODELECTRIC.COM>
Sent: Monday, May 8, 2023 9:22 AM
To: Reid Lockwood <reid.lockwood@graybach.com>
Subject: RE: Newport CORs

Reid

See attached pricing breakout. There was no cost savings using EMT. The labor was based on NECA manual of labor units.

Thanks,

Dan Zornes
Project Manager
Glenwood Electric, Inc
12250 Chandler Dr
Walton, Ky 41094
Office: (859)485-3700
Moblie: (859)393-3263

<image001.jpg>

2416 Central Pkwy
Cincinnati, OH 45214
Phone: (513) 381-4868
Fax: (513) 381-4398

PROJECT CHANGE ORDER REQUEST

To: Newport Independent BOE
30 West 8th Street
Newport, KY 41071
Project: Newport Primary Renovations

COR #: **045**

Date: 3/28/2023

Description: credit for using PVC in lieu of Copper under kitchen equipment for drainage

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval, the sum of **$-260.00** will be added to the contract price.

ORIGINAL CONTRACT	**$3,399,200.00**
Other Approved Change Orders	*$167,599.00*
TOTAL CONTRACT TO DATE	**$3,566,799.00**
This Request	$-260.00
Other Pending Requests	*$13,848.00*
TOTAL CONTRACT plus PENDING CO	**$3,580,387.00**

Graybach Signature: ______________________________ Date: ________
Graybach, LLC

Owner Signature: ______________________________ Date: ________
Newport Independent BOE

- *Owner signature above provides Graybach authorization to proceed on above stated description of work and added costs*
- *Unless notified by Owner, costs incurred from this scope can be billed per contract billing cycle.*
- *See attached sheet(s) for breakdown of costs and vendor quotes*

COST SUMMARY
PROJECT CHANGE ORDER REQUEST

Project: **Newport Primary Renovations**
RFC No: **045**

SUBCONTRACT	Number	SUB RFC	Total
Plumbing			-260.00
		SUBTOTAL	**-260.00**

SUMMARY	AMOUNT
Subcontracts	$-260.00
CHANGE ORDER COSTS	**$-260.00**
REVISED CONTRACT AMOUNT	$-260.00

ELITE

MECHANICAL SERVICES, LLC.

JOB CHANGE ORDER

March 28, 2023	CO#7
JOB NAME: Newport Primary School	
JOB NO: 22012	

TERMS: PAYABLE UPON RECEIPT (UNLESS OTHERWISE STATED IN CONTRACT).

Customer : Graybach Construction

Attention : Reid Lockwood

LABOR

TRADE	HOURS	REG/OT	RATE	AMOUNT
FOREMAN	0.0	REG	$ 69.75	$ -
FOREMAN	0.0	OT	$ 104.62	$ -
FOREMAN	0.0	Double	$ 139.50	$ -
PLUMBER	0.0	REG	$ 67.75	$ -
PLUMBER	0.0	OT	$ 101.62	$ -
PLUMBER	0.0	Double	$ 135.50	$ -
PROJECT MGR	0.0	REG	$ 85.00	$ -
SAFETY MGR	0.0	REG	$ 75.00	$ -
Administrator	0.0	REG	$ 50.00	$ -
SUBTOTAL				$ -
TAXES, INSURANCE, SMALL TOOLS				$ -
TOTAL LABOR	0.0			$ -

MATERIAL

QUANTITY	ARTICLE	PRICE	AMOUNT
1.00	MISC COPPER PIPE & FITTINGS		(325.00)
1.00	MISC PVC PIPE & FITTINGS		65.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
	TOTAL MATERIAL		$ (260.00)

FREIGHT			0.00
TRUCKING	$50 PER TRIP		0.00
AUGER			0.00
SUB 01	PIPE INSULATION		0.00
SUB 02	SAWCUT		0.00
SUB 03	SEWER CAMERA		0.00
	TOTAL OTHER COSTS		$ -

DESCRIPTION OF WORK:

CREDIT GIVEN FOR THE USE OF SCH 40 PVC IN LEIU OF COPPER UNDER KITCHEN SINKS.

TOTAL LABOR	0.00
TOTAL MATERIAL	(260.00)
TOTAL FREIGHT	0.00
TOTAL TRUCKING	0.00
TOTAL TOOLS	0.00
SUBTOTAL	$ (260.00)
TOTAL SUB CONTRACTS	$ -
TOTAL SUB CONTRACT MARK-UP	$ -
TOTAL THIS ORDER	$ (260)

2416 Central Pkwy
Cincinnati, OH 45214
Phone: (513) 381-4868
Fax: (513) 381-4398

PROJECT CHANGE ORDER REQUEST

To: Newport Independent BOE
30 West 8th Street
Newport, KY 41071
Project: Newport Primary Renovations

COR #: **043**

Date: 3/24/2023

Description: Changes per JOBY and electrical changes per onsite meeting 3/9

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval, the sum of **$2,683.00** will be added to the contract price.

ORIGINAL CONTRACT	**$3,399,200.00**
Other Approved Change Orders	*$167,599.00*
TOTAL CONTRACT TO DATE	**$3,566,799.00**
This Request	$2,683.00
Other Pending Requests	*$11,714.00*
TOTAL CONTRACT plus PENDING CO	**$3,581,196.00**

Graybach Signature: ______________________ Date: ________
Graybach, LLC

Owner Signature: ______________________ Date: ________
Newport Independent BOE

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COST SUMMARY
PROJECT CHANGE ORDER REQUEST

Project: **Newport Primary Renovations**
RFC No: **043**

	Total
Bond/Insurance	45.75
SUBTOTAL	**45.75**

SUBCONTRACT	Number	SUB RFC	Total
Electric			2,287.27
		SUBTOTAL	**2,287.27**

SUMMARY		AMOUNT
Bond/Insurance		$45.75
Subcontracts		$2,287.27
CHANGE ORDER COSTS		**$2,333.02**
OH&P15	15%	$349.98
REVISED CONTRACT AMOUNT		$2,683.00

COMMERCIAL + INDUSTRIAL ELECTRICAL CONTRACTORS
GLENWOOD ELECTRIC, INC
INSTALLATION | MAINTENANCE | DESIGN | VOICE & DATA | SECURITY

Change Order Pricing

PROJECT: Newport Primary FA & Renovations **DATE:** 3/24/2023

TO: Graybach

CONTRACTOR: Glenwood Electric Inc.

Description of Change: Kitchen Equiment issues

Quantity	Description	Unit	Unit Price	Extended Amount
Materials				
2	2P 20A breaker	E	$ 34.00	$ 64.00
1	1P 15A breaker	E	$ 28.00	$ 28.00
1	2P 50A breaker	E	$ 61.50	$ 61.50
240'	#8 thhn	M	$ 447.98	$ 107.53
	Material Subtotal			**$ 261.03**
Equipment:				
				$ -
				$ -
	Equipment Subtotal			**$ -**
Other Charges:				
				$ -
	Other Subtotal			**$ -**
	SUBTOTAL Material, Equipment, Other:			$ 261.03
	Kentucky Sales Tax:			$ 15.66
	Total Charges for Material, Equipment, Other:			**$ 276.69**
Labor	**Electrician labor rates:**			
0	Supervisor	HR	85.52	$ -
0	Supervisor - 1.5 X overtime	HR	118.69	$ -
0	Supervisor - 2 X overtime	HR	148.2	$ -
0	General Foreman	HR	84.67	$ -
0	General Foreman - 1.5 X overtime	HR	111.91	$ -
0	General Foreman - 2 X overtime	HR	139.14	$ -
10	Foreman	HR	80.13	$ 801.30
0	Foreman - 1.5 X overtime	HR	105.1	$ -
0	Foreman - 2 X overtime	HR	130.06	$ -
16	Journeyman	HR	75.58	$ 1,209.28
0	Journeyman - 1.5 X overtime	HR	98.28	$ -
0	Journeyman - 2X overtime	HR	120.97	$ -
0	Apprentice	HR	57.18	$ -
0	Apprentice - 1.5 X overtime	HR	72.61	$ -
0	Apprentice - 2 X overtime	HR	88.05	$ -
26	**Total Labor Charges:**			**$ 2,010.58**
	TOTAL PRICE FOR THE ABOVE:			**$ 2,287.27**

2416 Central Pkwy
Cincinnati, OH 45214
Phone: (513) 381-4868
Fax: (513) 381-4398

PROJECT CHANGE ORDER REQUEST

To: Newport Independent BOE
30 West 8th Street
Newport, KY 41071
Project: Newport Primary Renovations

COR #: **042**

Date: 3/24/2023

Description: Credit for screen door not provided nor installed

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval, the sum of **$-549.00** will be added to the contract price.

ORIGINAL CONTRACT	**$3,399,200.00**
Other Approved Change Orders	*$167,599.00*
TOTAL CONTRACT TO DATE	**$3,566,799.00**
This Request	$-549.00
Other Pending Requests	*$14,397.00*
TOTAL CONTRACT plus PENDING CO	**$3,580,647.00**

Graybach Signature: ______________________ Date: ________
Graybach, LLC

Owner Signature: ______________________ Date: ________
Newport Independent BOE

- *Owner signature above provides Graybach authorization to proceed on above stated description of work and added costs*
- *Unless notified by Owner, costs incurred from this scope can be billed per contract billing cycle.*
- *See attached sheet(s) for breakdown of costs and vendor quotes*

COST SUMMARY
PROJECT CHANGE ORDER REQUEST

Project: **Newport Primary Renovations**
RFC No: **042**

SUBCONTRACT	Number	SUB RFC	Total
Screen Door			-549.00
		SUBTOTAL	**-549.00**

SUMMARY	AMOUNT
Subcontracts	$-549.00
CHANGE ORDER COSTS	**$-549.00**
REVISED CONTRACT AMOUNT	$-549.00

2416 Central Pkwy
Cincinnati, OH 45214
Phone: (513) 381-4868
Fax: (513) 381-4398

PROJECT CHANGE ORDER REQUEST

To: Newport Independent BOE
30 West 8th Street
Newport, KY 41071
Project: Newport Primary Renovations

COR #: **035**

Date: 1/25/2023

Description: Machinery and Labor to move the kitchen trailer out of the current space to be able to have the unit loaded and removed by the trucking company. Additional work of removing playground equipment in the way that was suppose to be by owner, but completed by Graybach.

Work Occuried Monday 6/15/22 and Saturday 2/11/23

Skid Steer (Graybach owned machinery with trucking on 6/15/22 and 2/11/23)
Telescoping Fork Lift (6/15 - Arts Rental --- 2/11 - Sunbelt Rental)

2 equipment operators included

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval, the sum of **$8,460.00** will be added to the contract price.

ORIGINAL CONTRACT	**$3,399,200.00**
Other Approved Change Orders	*$167,599.00*
TOTAL CONTRACT TO DATE	**$3,566,799.00**
This Request	$8,460.00
Other Pending Requests	*$35,577.32*
TOTAL CONTRACT plus PENDING CO	**$3,610,836.32**

Graybach Signature: ______________________________ Date: ________
Graybach, LLC

Owner Signature: ______________________________ Date: ________
Newport Independent BOE

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- *Unless notified by Owner, costs incurred from this scope can be billed per contract billing cycle.*
- *See attached sheet(s) for breakdown of costs and vendor quotes*

COST SUMMARY
PROJECT CHANGE ORDER REQUEST

Project: **Newport Primary Renovations**
RFC No: **035**

LABOR	Hours	Rate	Burden	Fringes	Total
Equipment Operators (Sat - 2/11)	16	110.00	0.00	0.00	1,760.00
Equipment Operators (Weds - 6/15)	16	85.00	0.00	0.00	1,360.00
				SUBTOTAL	**3,120.00**

Bond/Insurance	144.23
SUBTOTAL	**144.23**

EQUIPMENT	Hours	Rate	Total
Machinery Owned 6/15	8	115.00	920.00
Machinery Owned 2/18	8	115.00	920.00
Trucking (6/15) Equipment Owned	1	350.00	350.00
Trucking (2/11) Equipment Owned	1	350.00	350.00
		SUBTOTAL	**2,540.00**

SUBCONTRACT	Number	SUB RFC	Total
Machinery Rented 6/15			431.55
Machinery Rented 2/18			1,120.00
		SUBTOTAL	**1,551.55**

SUMMARY		AMOUNT
Labor		$3,120.00
Bond/Insurance		$144.23
Equipment		$2,540.00
Subcontracts		$1,551.55
CHANGE ORDER COSTS		**$7,355.78**
OH&P15	15%	$1,104.22
REVISED CONTRACT AMOUNT		**$8,460.00**

Remit To:

Art's Rental Equipment, Inc.
215 East 6th Street
Newport, KY 41071

ArtsRental.com

Invoice

Closed	Invoice#
Wed 6/15/2022	957634-1

Bill to: **Customer #: 5040**

GRAYBACH, LLC
GRAYBACH, LLC
2416 CENTRAL PARKWAY
CINCINNATI, OH 45214

Job Descr: 5519 TELEHANDLER

PO #: NEWPORT PRIMARY
Job No: TONY LEE
Date Out Wed 6/15/2022

Terms	Aging Date
On Account	Wed 6/15/2022

Picked up by: IF NOT ON LIST CALL FOR APPROVAL

Salesman: CORY WORKS coryw@artsrental.com

Qty	Part#	Items Rented	Disc%	Status	Rental Period	Price
1	D-0183	FORKLIFT, TELESCOPIC 5,500# 19' Hgt.		Returned	Wed 6/15/2022 to Wed 6/15/2022	$395.00
	Meter Out: 1429.2	Meter In: 1432.9 Total hours on meter: 3.7				

Qty	Key	Items Sold	Status	Each	Price
2	220-0202-1	DIESEL FUEL	Sold	$8.00	$16.00

Current On Account

PLEASE PAY FROM THIS INVOICE

Rental and Sales:					KENTUCKY STATE:
$411.00					$20.55

Total Amount:	$431.55		Total Paid	$0.00	Total Due	$431.55

SUNBELT RENTALS

PC#: 0213
4631 SPRING GROVE AVE
CINCINNATI, OH 45232 1944
513-681-4488

SUNBELT RENTALS, INC.

Salesman: 014418 FROST,BILL (144)
Typed By: MSPORDER

QUOTE

Job Site:
NEWPORT PRIMARY
1102 YORK ST
NEWPORT, KY 41071 2135

C#: 513-919-6226 J#: 513-200-9115

Customer: 521340
GRAYBACH, LLC
2416 Central Pkwy
CINCINNATI, OH 45214

Contract #.. 135528540
Contract dt. 1/31/23
Date out.... 2/10/23 8:00 AM
Est return.. 2/11/23 8:00 AM
Job Loc..... 1102 YORK ST, NEWPORT
Job No...... NEWPORT PRIMARY
P.O. #......
Ordered By.. LOCKWOOD, REID
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	6K-7K 42' TELEHANDLER FORKLIFT 0560330	700.00	700.00	1340.00	2855.00	700.00
	*** EQP MSG *** ** ALWAYS REFER TO THE EQUIPMENT LOAD CHART AS TO ACTUAL LIFTING CAPACITIES IN ALL THE EQUIPMENT'S LOAD RANGES ** WARNING - FORKLIFTS ARE NOT TO BE USED FOR LIFTING PERSONNEL					
	FREIGHT :					350.00
	Poc Reid 513-200-9115					
					Sub-total:	1050.00
					Tax:	70.00
					Total:	1120.00

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE | MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY | CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actuallyretrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) ______ (Customer Initials)

Customer Signature ______ Date ______ Name Printed ______ Delivered By ______ Date ______

1) DEFINITIONS. "Authorized Individuals" are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. "Customer" is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. "Environmental Services Charge" is the charge described in Section 17. "Equipment" is the equipment and/or services identified on the other pages provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. "Incident" is any loss, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. "Lost" means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. "FMV" is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. "One Shift" means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge on Equipment with hour meters. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for One Shift use. "Party" means Sunbelt or Customer and together both are the "Parties". "Pick-Up Number" is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. "RPP" is the rental protection plan described in Section 10. "Site Address" is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. "Store" is the Sunbelt location identified earlier. "Sunbelt" is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. "Telematics Data" is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. "Transportation Surcharge" is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) TERMS. Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) PERMITTED USE. Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use, (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment, (d) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt), (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment, (g) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use), (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised, (k) the Equipment shall be kept in a secure location, and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) PROHIBITED USE. Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment, (b) assign its rights under this Contract, (c) move the Equipment from the Site Address without Sunbelt's written consent, (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic), or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) MAINTENANCE. Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/tracks cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. All other maintenance or repairs may only be performed by Sunbelt or its agents, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call. If Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service commitment, if Customer breaches this Contract, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

6) CUSTOMER LIABILITY DURING THE RENTAL PERIOD. CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT. After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and Customer's insurance carriers, (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt or its agents investigate, (c) immediately submit copies of all police or other third party reports to Sunbelt, and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7) NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT ENTITIES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT ENTITIES FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF, A BREACH OF SUNBELT'S OBLIGATIONS HEREIN OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CUSTOMER OR THIRD PARTIES, UPON WHICH SUNBELT RELIES; PROVIDED HOWEVER, IF CUSTOMER IS A CONSUMER UNDER APPLICABLE LAW, THEN NO CONSEQUENTIAL DAMAGES LIMITATION OF INJURIES TO PERSONS SHALL APPLY.

8) RELEASE AND INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH COUNSEL APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) INSURANCE. During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage (a) for Customers using Equipment for non personal use, general liability insurance of not less than $1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clauses contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident, (c) worker's compensation insurance as required by law, and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/underinsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change. Any insurance that excludes boom damage or overturns is a breach. Customer shall provide Sunbelt with certificates of insurance to insurancecertificates@sunbeltrentals.com evidencing the coverages required above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

10) RENTAL PROTECTION PLAN. Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment, up to a maximum of $500 per piece of Equipment, (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of $500 per piece of Equipment, (c) charges in excess of $50 per tire for tire repairs, and (d) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or Lost Equipment is being replaced, provided however, the foregoing RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY. All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental, (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes), (iii) Customer fully complies with the terms of this Contract, (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment, and (v) none of the Exclusions apply. Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT reduce the liability of Customer to Sunbelt for the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to intentional misuse, (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery and substantiated by a written police report (promptly delivered to Sunbelt), (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God, and (D) accessories or Equipment for which Customer is not charged the RPP fee. THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT. Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, Sunbelt retains ownership of the Equipment (regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment), all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) RENTAL RATES. The total charges specified in this Contract are (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt, and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use, (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and surcharge fees listed in this Contract, (iii) maintenance, repairs and replacements to the Equipment as provided herein, (iv) a cleaning fee if required, (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening, (vi) fuel used during the Rental Period and for refueling Equipment as described below, (vii) fines for use of dyed diesel fuel in on-road Equipment, and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfee) and (ix) Transportation Surcharge (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) PAYMENT. Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not excuse Customer of any default under this Contract. Customer shall pay a fee of $75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD. Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum $3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) RETURN OF EQUIPMENT. Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call, provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein. Customer will not be charged the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) PURCHASES. If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any). In consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains title to the item until Customer has paid in full.

15) DEFAULT. Customer shall be in default if Sunbelt deems itself insecure or if Customer (a) fails to pay sums when due, (b) breaches any Section of this Contract, (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor, (d) fails to insure the Equipment as required, or otherwise places the Equipment at risk, (e) fails to return Equipment immediately upon Sunbelt's demand, or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.

16) CRIMINAL WARNING. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) ENVIRONMENTAL SERVICES CHARGE. To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) FUEL. For Equipment that uses fuel, Customer has three options: (a) Prepay Fuel Option – Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return), (b) Pay on Return Option – If Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying gallons required to refill tank with fuel to level when received, by the Pay on Return per gallon rate), and (c) Return Full Option – If Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option, however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

20) JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

21) ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

22) COMPLIANCE WITH EXPORT AND IMPORT LAWS. Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

23) COLLECTION OF DATA. Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacypolicy.

24) GOVERNING LAW. The Parties expressly and irrevocably agree (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) FORCE MAJEURE. Sunbelt shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbelt's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God, (b) flood, fire, earthquake, epidemics, pandemics or explosion, (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract, (f) national or regional emergency, (g) strikes, labor stoppages or slowdowns, or other industrial disturbances, (h) shortage of adequate power or transportation facilities, and (i) other events beyond the control of Sunbelt.

26) MISCELLANEOUS. This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract, and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflicting terms and conditions, such agreement shall take precedence over the terms herein.

Additional terms and conditions for Shoring can be found at [illegible]

2416 Central Pkwy
Cincinnati, OH 45214
Phone: (513) 381-4868
Fax: (513) 381-4398

PROJECT CHANGE ORDER REQUEST

To: Newport Independent BOE
30 West 8th Street
Newport, KY 41071
Project: Newport Primary Renovations

COR #: **034**

Date: 1/20/2023

Description: Demolition of existing wood fencing and brackets by the existing transformer. Removal of bollard at the end of fencing (1 total).

work to be completed during normal business hours (7am to 3pm)

exclutions:
asphalt/concrete
painting
electrical
plumbing
installation of bollards
fencing
underground detection
Overtime working hours

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval, the sum of **$1,643.00** will be added to the contract price.

ORIGINAL CONTRACT	**$3,399,200.00**
Other Approved Change Orders	*$167,599.00*
TOTAL CONTRACT TO DATE	**$3,566,799.00**
This Request	$1,643.00
Other Pending Requests	*$1,325.00*
TOTAL CONTRACT plus PENDING CO	**$3,569,767.00**

Graybach Signature: ______________________ Date: ________
Graybach, LLC

Owner Signature: ______________________ Date: ________

COST SUMMARY
PROJECT CHANGE ORDER REQUEST

Project: **Newport Primary Renovations**
RFC No: **034**

	Total
Bond/Insurance	28.00
SUBTOTAL	**28.00**

SUBCONTRACT	Number	SUB RFC	Total
Demolition			1,400.00
		SUBTOTAL	**1,400.00**

SUMMARY		AMOUNT
Bond/Insurance		$28.00
Subcontracts		$1,400.00
CHANGE ORDER COSTS		**$1,428.00**
OH&P15	15%	$215.00
REVISED CONTRACT AMOUNT		**$1,643.00**

ENVIRONMENTAL DEMOLITION GROUP

Job Number: 22P-043

January 20, 2023

Mr. Reid Lockwood
Graybach
2416 Central Pkwy
Cincinnati, OH 45214
Phone: 513-381-4868
Email: reid.lockwood@graybach.com

RE: Change Order Request #3
Newport Primary School
1102 York Street
Newport, KY 41071

Dear Mr. Lockwood

Environmental Demolition Group, LLC will supply all labor, material, and equipment to perform the following scope of work:

- Selective Demolition per drawing sheets D1 & MD1.1 prepared by REH&A - 12/15/21

- Remove and dispose of wooden fencing and (1) bollard outside door K-4

Change Order #3 $1,400.00

Environmental Demolition Group, LLC

Ryan McGinness

Ryan McGinness
Estimator/Project Manager

Authorization and Notice to Proceed on Proposal: ______________________________

Date: ____________________ Purchase Order # *(required)*:____________________