

**ROBERT EHMET HAYES & ASSOCIATES, PLLC**

**Architects**

2512 Dixie Highway

Covington (Fort Mitchell), Kentucky 41017-3094

Phone: (859) 331-3121 Fax: (859) 331-3332 reh@reharchitects.com

DATE: 8/25/17

TRANSMITTAL

TO: Tete Turner, CFO  
Newport Independent Schools

*ASKED TETE 9/14/17*

RE: NEWPORT PRIMARY AND INTERMEDIATE SCHOOLS – NEW FLOORING  
REH Project 149-417-C; KDE BG# 17-251

We are sending you attached the following items:

Copies	Date	Drawing Nos.	Description
1	8/25/17		Unexecuted Change Order No. 1 for Board approval

THESE ARE TRANSMITTED as checked below:

<input type="checkbox"/> For approval	<input type="checkbox"/> No exceptions	<input type="checkbox"/> Exceptions noted
<input type="checkbox"/> For your use	<input type="checkbox"/> Revise and resubmit	<input type="checkbox"/> Submit record copy
<input type="checkbox"/> As requested	<input type="checkbox"/> For your information and file	<input type="checkbox"/> For review and comment
<input type="checkbox"/> For coordination		

REMARKS:

**Tete:**

Recall that we have the amount of this change order in the contingency on the latest approved BG-1 since, as we sorted out the bid process, we knew it was coming. With ComTek's bid being \$561,000 and Spectra's bid with change order being \$429,045, you are still ahead by \$131,955.

c:

Signed: Carol Hayes/czh



# AIA® Document G701™ – 2001

## Change Order

**PROJECT** *(Name and address):*

Newport Primary School and Newport Intermediate School - New Flooring Improvements  
Newport Primary School  
1102 York Street  
Newport, Kentucky 41071

Newport Intermediate School  
95 West 9th Street  
Newport, Kentucky 41071

**TO CONTRACTOR** *(Name and address):*

Spectra Contract Flooring  
5 Kovach Drive  
Cincinnati, Ohio 45215

**CHANGE ORDER NUMBER:** 001

**DATE:** August 25, 2017

**OWNER:** ☐

**ARCHITECT:** ☐

**CONTRACTOR:** ☐

**FIELD:** ☐

**OTHER:** ☐

**ARCHITECT'S PROJECT NUMBER:** REH #149-417-C

**CONTRACT DATE:** June 28, 2017

**CONTRACT FOR:** Total Project

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

Change Proposal No. 1: Moisture mitigation systems on first floors of both Newport Primary and Newport Intermediate Schools - Add \$59,865

The original Contract Sum was	\$	369,180.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	369,180.00
The Contract Sum will be increased by this Change Order in the amount of	\$	59,865.00
The new Contract Sum including this Change Order will be	\$	429,045.00

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.**

Robert Ehmel Hayes & Associates, PLC

**ARCHITECT** *(Firm name)*

2512 Dixie Highway  
Fort Mitchell, Kentucky 41017

**ADDRESS**

**BY** *(Signature)*

Joseph Ahrens Hayes, Member  
*(Typed name)*

**DATE**

Spectra Contract Flooring

**CONTRACTOR** *(Firm name)*

5 Kovach Drive  
Cincinnati, Ohio 45215

**ADDRESS**

**BY** *(Signature)*

Brett Downing, Account Manager  
*(Typed name)*

**DATE**

Newport Independent Board of Education

**OWNER** *(Firm name)*

30 West Fifth Street  
Newport, Kentucky 41071

**ADDRESS**

**BY** *(Signature)*

Ramona Malone, Chairman  
*(Typed name)*

**DATE**

BG #: 17-251 Change Order No.: One (1) Change Proposal No.: 1  
District: Newport Independent District Code: 452 Facility: Newport Primary School 020  
Project: New Floor Replacements Name: Newport Intermediate Code: 080  
Time Extension Required: ☐ Yes ☒ No If yes, by \_\_\_\_\_ day(s)  
Date of Change Order: 8/25/17 Change Order Amount: ☒ Increase ☐ Decrease ☐ Unchanged  
Contractor / Vendor Name: Spectra Contract Flooring Bid Package No.: Total project

1. This Requested Change Order Amount + / -	\$	59,865
2. Remaining Construction Contingency Balance: (including line 1 above)	\$	8,594
3. Change in A/E Fee for this Change Order +/-	\$	
4. Change in CM Fee for this Change Order +/-	\$	

**Note: Change Orders equal to or greater than \$25,000 shall be submitted to KDE with detail cost breakdown.**  
Attach additional pages if necessary.

Contract change requested by: ☐ Local Board of Education ☐ General Contractor Architect/Engineer  
☐ Construction Manager ☐ Code Enforcement Official ☐ Other: \_\_\_\_\_  
Contract change reason code: ☐ Reduction of Scope ☐ Expansion of Scope ☒ Improved Plans/Specs  
☒ Found Condition ☐ Code Compliance ☐ Other: \_\_\_\_\_

Change Order Description and Justification:	Cost Benefit to Owner:
It was determined that the Owner would receive the best long term results for flooring if moisture mitigation was included on the first floors of both the Primary and Intermediate Schools. This included a change in tile for the Primary School and an applied system for the Intermediate School	Owner would have assurance of the longevity of the tile flooring, especially in Primary School since floor slab doesn't have vapor barrier.

Have contract unit prices been utilized to support the cost associated with this change order?  
☒ Yes ☐ No If no, provide a detailed cost breakdown which separates labor, material, profit and overhead.

**Cost Breakdown:**

Total Change Order Amt.:	Labor	Materials	Profit & Overhead*	Bond & Insurance
\$ 59,865	\$ 18,950	\$ 32,635	\$ 7,720	\$ 560
% of Total Change Order Amt.: 100 %	32 %	55 %	12 %	1 %

\*Profit & Overhead shall not exceed 15% of net cost of change order

Is the cost for this change order supported by an alternate bid or competitive price quote(s)?

☐ Yes ☒ No If no, explain why Used contract unit prices

Board of Education Designee's Signature

Date

Architect's Signature

Joseph A. Hayes

8/25/17  
Date

Finance Officer's Signature – Tete Turner

Date

Construction Manager's Signature

Date



A Berkshire Hathaway Company

<b>Proposal Submitted To</b> Newport Independent Board of Education		<b>Attention</b> Tete Turner		<b>Phone</b> (859) 292-3035	<b>Fax</b> ( ) -	<b>Date</b> 06/27/17
<b>Proposal Name</b> Change Order-Moisture Mitigation First Floors				<b>Job Name</b> Newport Primary & Intermediate		<b>Job #</b> 30198
<b>Street</b> 30 West Eighth Street				<b>Job Street</b> 30 West Eighth		<b>Proposal ID</b> 42719
<b>City, State and Zip</b> Newport, KY 41071	<b>Architect</b>	<b>Date of Plans</b>	<b>Add #</b>	<b>Job City, State and Zip</b> NEWPORT, KY 41071	<b>Customer Job #</b> None	<b>Customer PO</b> None

We hereby submit specifications and estimates for:

Item Description	Price
Materials- nTx 3.0mm tiles (First Floor Primary School), Schonox EPA moisture mitigation system (First Floor Intermediate School) \$32,635	\$59,865.00
Labor- (First Floor Intermediate) \$18,950	
Overhead & Profit <del>\$7,840</del> 7720	
Bond \$560	
<b>Base Bid Total:</b>	<b>\$59,865.00</b>

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: \_\_\_\_\_ Brett Downing Cell: (937) 974-0234 \$59,865.00  
Email: brett.downing@spectracf.com

#### Conditions of Proposal:

1. This proposal may be withdrawn if not accepted within 30 days of its issuance. Spectra will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that incorporates the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation for materials.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Spectra's reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Spectra's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to Spectra, including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Spectra's work, then Customer shall provide Spectra with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Spectra's control. Customer shall carry insurance for all hazards, including fire. Spectra's workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Spectra of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Spectra harmless from any damage, claim, loss, expense and attorney fees related to Spectra's liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Spectra is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Spectra to participate in such programs may result in additional costs.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.  
You are authorized to do the work as specified.

Customer: Newport Independent Board of Education Signed: \_\_\_\_\_ Date: \_\_\_\_\_