



# AIA® Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Henderson County High School 2424 Zion Road, Henderson, Kentucky	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: September 06, 2017	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 01 Date: December 13, 2017
<b>OWNER:</b> <i>(Name and address)</i> Henderson County Board of Education 1805 Second Street Henderson, Kentucky 42420	<b>ARCHITECT:</b> <i>(Name and address)</i> RBS Design Group, P.S.C. Architecture 723 Harvard Drive Owensboro, Kentucky 42301	<b>CONTRACTOR:</b> <i>(Name and address)</i> O'Bryan Contracting & Leasing, Inc. 1030 Cedar Street Owensboro, KY 42301

### 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.)*

Labor and materials to replace/relocate the data rack/cabinet at Henderson Co. High School. ADD: \$4,053.75

The original Contract Sum was	\$ 79,327.0000
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 79,327.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,053.75
The new Contract Sum including this Change Order will be	\$ 83,380.75
The Contract Time will be unchanged 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.

<u>RBS Design Group, P.S.C.</u> ARCHITECT <i>(Firm name)</i>	<u>O'Bryan Contracting &amp; Leasing, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>Henderson County Board of Education</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
<u>Craig Thomas, Architect</u> PRINTED NAME AND TITLE	<u>Gerald O'Bryan, President</u> PRINTED NAME AND TITLE	<u>Marganna Stanley, Superintendent</u> PRINTED NAME AND TITLE
 DATE	 DATE	 DATE

## Change Request



1030 Cedar Street, Owensboro KY 42301  
Phone: 270-231-8160  
Fax: 270-231-8260

To: RBS Design Group  
723 Harvard Drive  
Owensboro KY 42301

Date: December 13, 2017  
Project: Henderson County High School  
Office Enclosure  
RBS 17023

Change Request No. 1

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### Change Description:

Replace/relocate the data rack/cabinet at Henderson High School per the attached quote from  
Pomeroy .....add \$3,525.00  
15% General Contractors overhead and markup.....add \$ 528.75  
Total additional cost per this request.....\$4,053.75

(Note: Pomeroy has included a 90 day contract duration. We would ask that the retainages and the liquidated damage clause of the original contract not be affected by the scope of this change request; should Pomeroy not be completed by January 2, 2018)

Submitted By:

A handwritten signature in black ink, appearing to read 'Gerald O'Bryan', is written over a horizontal line.

O'Bryan Contracting and Leasing, Inc.

Accepted By:

\_\_\_\_\_  
\_\_\_\_\_



699 Isaac Shelby Circle West | Suite 2 | Frankfort, KY 40601

This document constitutes a Statement of Work for the services offered herein for CBTS at KCTCS in Owensboro, KY.

#### **ARTICLE 1 - PROJECT GOVERNANCE**

This Statement of Work for Henderson County is governed by and incorporates by reference the terms and conditions of the Master Agreement (the "Agreement") entered into by and between Pomeroy IT Solutions Sales Company, Inc. (hereafter "Pomeroy") and Henderson County School Schools ("Customer") to which this Statement of Work is an Exhibit and is incorporated by reference. The terms of the Master Agreement will govern in the event of any conflict with the Statement of Work (as applicable) related to the subject matter herein.

#### **ARTICLE 2 - SCOPE OF SERVICES**

The following deliverables are covered under this scope of services to relocate a data rack and all existing terminations for Henderson County School system.

- Labor to relocate existing wall mounted rack.
- Labor and materials to relocate, terminate, and test 101 Copper Category cable terminations.
- Labor and materials to label patch panels according to customer approved scheme.
- Labor and materials to relocate, terminate, and test Single-mode Fiber connection.
- Labor and materials to relocate, terminate, and test Multi-mode Fiber connection.

#### **ARTICLE 3 - COST**

The cost for materials and labor for the above scope of services is **\$3,525.00**

#### **ARTICLE 4 - CONTRACT DURATION**

The engagement duration, for contract purposes, will include a Start Date and the End Date as guidelines for Pomeroy to commence work, complete all the phases of work, conduct any follow-up meetings, and complete any documentation that is required above in the scope of services. The start date for this agreement will begin on the signature date of the Customer and the end date will be 90 days after the start date. Any changes in the start or end date post signature will require a Change Request.





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#### **ARTICLE 5 - ASSUMPTIONS AND CUSTOMER RESPONSIBILITIES**

**Location for services:** Pomeroy will perform the services solely at the location(s) and address(es) noted in the Scope of Services.

**Project Manager:** Customer will designate a project manager who will facilitate all activities for which the Customer is responsible and who will be the single point of contact for Pomeroy resources.

**Site Access:** For the duration of the project, Customer will provide Pomeroy technicians access to all facilities as necessary for performing the services.

**System Access:** For the duration of the project, Customer will provide Pomeroy technicians access to all rooms as necessary, as well as user access and passwords as necessary for performing the services.

**Project Delays:** Project pricing in this Statement of Work is based on Pomeroy resources working concurrently until project completion. Requested changes to the project schedule will be submitted by the Customer on a Change Request. Customer is responsible for any additional time (labor), travel, and expenses incurred by the reschedule.

#### **ARTICLE 6 - ADDITIONAL TERMS AND CONDITIONS**

**Manufacturer's Recommendations:** All equipment will be installed per the manufacturer's recommendations unless specifically stated otherwise in this Statement of Work.

**Non-Plenum Cabling:** All cabling is non-plenum-rated unless otherwise noted. Plenum-rated cable will require additional costs to the Customer, if not already included in this Statement of Work.

**Electrical Work:** No electrical work is included in this Statement of Work.

**Standards:** All cabling will adhere to all EIA/TIA and BICSI standards.

**Travel Expenses:** Customer is not be responsible for travel-related expenses except in cases of rescheduling (see Project Delays above).

**Invoicing:** Final invoicing will occur upon Customer satisfaction and acceptance of the work. Any other invoicing processes will occur as noted in this Statement of Work.

**Technician Recalls:** Pomeroy reserves the right to recall Pomeroy technicians deployed at the Customer's location.



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**Wage Rate:** The cost associated with this project is based on non-prevailing wage rates. If the project falls under prevailing wage guidelines, a labor cost adjustment may be required.

**Soliciting:** Customer agrees not to solicit directly or indirectly for employment or to employ any Pomeroy employee engaged in the services described herein.

#### **ARTICLE 7 - CHANGE REQUESTS**

Changes to this Statement of Work may be initiated by providing a written request to the other party. Both parties will review change requests and advise each other if the request can be accepted and, if so, if and by how much the pricing will change. Changes will be added as an amendment to this Statement of Work only when both parties agree and have signed the amendment.

The following procedures are necessary if a change to this Statement of Work is required.

1. Either the Customer Project Manager or the Pomeroy Program Manager may request a change to the Statement of Work.
2. A **Change Request Form** (attached) will be the vehicle for communicating the change request. The Change Request Form must describe the change, the rationale for the change, and the effect the change will have on the project.
3. The Change Request Form will be sent from the requesting party to the other party.
4. The receiving party will review the Change Request and approve it or disapprove it. If additional costs are necessary to execute the changes, Pomeroy will invoice for those costs upon completion of the project (or at other times as noted in the Statement of Work).
5. The Change Request must be signed by both parties, authorizing implementation of the changes.
6. Each change request document should be labeled with the unique Tracking ID Number consisting of the Contract Number + sequential three digit number.
7. A contract amendment will be put in place.

#### **ARTICLE 8 - STATEMENT OF WORK ACCEPTANCE**

This Statement of Work and the Master Agreement (as applicable) constitute the entire agreement of the parties and supersede all prior or existing oral or written communications, proposals, and representation with respect to their subject matter and prevail over any conflicting or additional terms of any quote, invoice, acknowledgement, pre-printed purchase order terms, or similar communication between the parties. No modification to this Statement of Work will be binding unless in writing and signed by an authorized representative of each party in accordance with the Pomeroy change control process.

Terms and prices are valid for sixty (90) days from the date of quote. Signature on Statement of Work signifies acceptance of both the price, timelines, and terms and conditions stated herein.

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By signing the attached **Statement of Work Acceptance Form**, both parties acknowledge they have read and understood and agreed to all terms of this document, its addenda, and its attachments.

## ARTICLE 9 - PROJECT COMPLETION

Upon completion of the project the customer is requested to complete and sign the attached **Project Completion - Customer Satisfaction Form**.

### STATEMENT OF WORK ACCEPTANCE FORM

Statement of Work accepted by and on behalf of:

**Pomeroy**

**Customer**

Signature

Signature

Brian McHugh

Printed Name

Printed Name

Service Delivery Manager

Title

Title

859-657-2455

Phone

Phone

11/20/17

Date

Date



FACPAC Contract Change Order Supplemental Information Form Status: Saved  
Form (Ref# 48548) Project Status: Active  
District: Henderson County (251) Project Phase: No Data  
BG Number: 17-218 (Imported Project)  
HCHS misc. Repairs & Replacement

Contract: O'Bryan Contracting and Leasing, 0001, Office renovations  
Type: General Contractor Proposed

Change Order Number 1  
Time Extension Required No  
Date Of Change Order 12/13/2017  
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:	\$7,300.00
Net Approved COs:	\$0.00
Remaining After Approved COs:	\$7,300.00
Net All COs:	\$5,493.75
Remaining After All COs:	\$1,806.25
This Requested Change Order Amount +/-	\$4,053.75
Change In A/E Fee This Change Order +/-	\$0.00
Change In CM Fee This Change Order +/-	\$0.00
Remaining Construction Contingency Balance	\$1,806.25

**Note:** Change Order Supplemental Information Forms with a change event over \$25,000 shall be submitted to KDE for approval with detailed cost breakdown. Attach additional pages if necessary.

Contract Change Requested By Local Board of Education  
Contract Change Reason Code Owner requested this work  
Change Order Description And Justification  
Labor and materials to replace/relocate the data rack/cabinet at Henderson County High School.  
Cost Benefit To Owner

No

Contract unit prices have been utilized to support the cost associated with this change order.

## 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	\$2,632.46	64.94 %
Materials	\$892.54	22.02 %
Profit and Overhead	\$528.75	13.04 %
Bond Insurance		0.00 %
<b>Cost Breakdown Total:</b>	<b>\$4,053.75</b>	

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



## Change Order Supplemental Information Form Signature Page (Online Form Ref# 48548)

Architect

Date

Construction Manager

Date

Finance Officer

Date

Local Board of Education Designee

Date