



FLOYD COUNTY BOARD OF EDUCATION
Danny Adkins, Superintendent
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Eastern, KY 41622
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www.floyd.kyschools.us

Sherry Robinson- Chair - District 5
William Newsome, Jr., Vice-Chair - District 3
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member- District 2
Rhonda Meade, Member - District 4

Consent Agenda Item (Action Item): Consider/Approve Change Order #1 to DPO #5 to ITS/Sprinturf LLC for the credit amount of (\$130,000.00) to delete the DPO in its entirety due to a clerical error in the Contractor's DPO Breakdown and Summary for the Synthetic Turf System for the Betsy Layne HS Baseball Field project.

Applicable State or Regulations: Capital Construction Process 702 KAR 4:160.

Budget/Financial Issues: Deduction of (\$130,000.00) from DPO #5 ITS/Sprinturf LLC.

Background and Rationale: Board approved the Revised BG-1 and contract for OHeil Site Solutions with the DPO summary sheet for the Project on January 27, 2020.

Recommended Action: Approve Change Order #1 to DPO #5 to ITS/Sprinturf LLC.

Contact Person(s):

Linda Hackworth
Facility Support Coordinator
(606) 874-2435


Facility Support Coord.


Superintendent

Date: December 7, 2020

Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Betsy Layne HS Baseball Field 554 Bobcat Blvd., Stanville, KY 41659	CONTRACT INFORMATION: Contract For: General Construction Date: January 08, 2020	CHANGE ORDER INFORMATION: Change Order Number: 001-DPO5 Date: 11/16/20
OWNER: <i>(Name and address)</i> Floyd County Board of Education 442 KY Route 550 Eastern, KY 41622	ARCHITECT: <i>(Name and address)</i> Sherman Carter Barnhart Arch PLLC 2405 Harrodsburg Road Lexington, KY 40504	CONTRACTOR: <i>(Name and address)</i> ITS / Sprinturf LLC 146 Fiarchild St., Ste 150 Daniel Island, SC 29492

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.)

Direct Purchase Order #5 - ITS/Sprinturf is being deleted in its entirety and monies added to the general contractor's contract per the attached justification letter dated 11/12/20 from Oheil Site Solutions and Sprinturf letter dated 11/19/20.

Deduct (\$130,000.00)


The original Contract Sum was	\$ 130,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 130,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 130,000.00
The new Contract Sum including this Change Order will be	\$ 0.00

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.

Sherman Carter Barnhart Arch PLLC ARCHITECT <i>(Firm name)</i>  SIGNATURE Ray J. Vaske, Constr. Admin. PRINTED NAME AND TITLE 11/16/20 DATE	ITS / Sprinturf LLC CONTRACTOR <i>(Firm name)</i> SIGNATURE PRINTED NAME AND TITLE DATE	Floyd County Board of Education OWNER <i>(Firm name)</i> SIGNATURE PRINTED NAME AND TITLE DATE
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FACPAC PO Change Order Supplemental Information Form (Ref# 54220)

Form Status: Saved

Tier 3 Project: Betsy Layne High School Baseball Field Project

BG Number: 19-222

District: Floyd County (175)

Status: Active

Phase: Project Initiation (View Checklist)

Contract: Oheil Site Solutions , 0001, General Construction

Type: General Contractor

Proposed

Purchase Order Number: 5

Vendor Name: Sprinturf LLC

Change Order Number	1
Time Extension Required	No
Date Of Change Order	11/16/2020
Change Order Amount To Date	Decrease

Construction Contingency

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

Current Approved Amount	\$94,650.00
Net Approved COs	\$0.00
Remaining After Approved COs	\$94,650.00
Net All COs	\$81,800.00
Remaining After All COs	\$12,850.00

This Requested Change Order Amount (\$130,000.00)

+/-

Change In A/E Fee This Change Order

+/-

Change In CM Fee This Change Order

+/-

Remaining Construction Contingency
Balance

Contract Change Requested By General Contractor

Contract Change Reason Code Found Condition

Change Order Description And Justification

DPO 5 is being deleted in its entirety and monies added to the general contractor's contract per attached justification letter dated 11/12/20 attached.

Cost Benefit To Owner

Price is fair and reasonable.

Contract unit prices have been utilized No
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	(\$65,000.00)	50.00%
Materials	(\$65,000.00)	50.00%
Profit and Overhead		0.00%
Bond Insurance		0.00%
Cost Breakdown Total:	\$-130,000.00	
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# 54220)**

Raymond J. Veeke II

Architect

11/16/2020

Date

N/A

Construction Manager

N/A

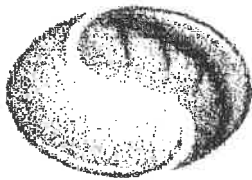
Date

Finance Officer

Date

Local Board of Education Designee

Date



Date: November 12, 2020

To: Raymond J. Vaske II, Assoc. AIA

Sherman Carter Barnhart Architects

2405 Harrodsburg Rd.

Lexington, KY 40504

(859) 224-1351 Work

Subject: Betsy Layne HS Sprinturf DPO Correction

As previously discussed, the original DPO executed with Sprinturf erroneously included both labor and materials. DPO's are only for material purchases. The labor should have been included in the contract between Oheil Site Solutions and Sprinturf. In lieu of the single DPO with Sprinturf, two DPO's should have been written to two separate turf material suppliers. Because KDE will not allow the creation of DPO's or any alterations to who they are made out to, we propose the following:

- a. Write a deductive Change Order to the Sprinturf DPO in the amount of \$130,000. This zeros out this DPO.
- b. Write an additive Change Order to the contract with Oheil Site Solutions in the amount of \$130,000 to cover this work.
- c. The Owner will not be charged tax on the materials originally needed to be purchased via a DPO as this was a contractor error.

This is a no cost change to Floyd County Schools.

Sincerely,

Travis Clark

Controller



Date: 11/19/2020

Betsy Layne

Attention KDE,

Sprinturf approves the deduct of the \$130,000.00 DPO per the revised contract with Oheil Site Solutions.

Respectfully,

Andrew Fragale

A handwritten signature in blue ink, appearing to read "Andrew Fragale", written over a light blue horizontal line.

Project Manager