

FACPAC Contract Change Order Supplemental Information Form (Ref# 56428)

Form Status: Saved

Tier 1 Project: New Jefferson Elementary School

BG Number: 19-068

Status: Active

District: Henderson County (HB678)

Phase: Project Initiation (View Checklist)

Contract: KOBERSTEIN CONTRACTING, 0021, COMBINATION OF BP #1-SITEWORK
AND BP#2-PAVING

Type: CM Bid Package

Proposed

Change Order Number 21-13
Time Extension Required No
Date Of Change Order 6/3/2022
Change Order Amount To Date

Construction Contingency

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

Current Approved Amount	\$918,017.47
Net Approved COs	\$536,371.81
Remaining After Approved COs	\$381,645.66
Net All COs	\$706,072.18
Remaining After All COs	\$211,945.29

This Requested Change Order Amount \$62,202.00

+/-

Change In A/E Fee This Change Order \$3,390.01

+/-

Change In CM Fee This Change Order \$1,212.94

+/-

Remaining Construction Contingency
Balance

Contract Change Requested By Local Board of Education

Contract Change Reason Code Expansion of Scope; Found Condition

Change Order Description And Justification

During preparation for new paving of existing entrance drives and parking lots it was discovered that some areas had no existing base course asphalt. Additional cost to prepare these areas to receive new DGA and base course asphalt ahead of previously approved new surface course asphalt.

Cost Benefit To Owner

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	\$32,513.60	52.27%
Materials	\$29,688.40	47.73%
Profit and Overhead		0.00%
Bond Insurance		0.00%
Cost Breakdown Total:	\$62,202.00	
Cost for this Change Order supported by an alternate bid or competitive price quote		
Explain Why		

**Change Order Supplemental Information Form Signature
Page (Online Form Ref# 56428)**

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



AIA[®] Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

OWNER ☒
 CONSTRUCTION MANAGER ☐
 ARCHITECT ☐
 CONTRACTOR ☐
 FIELD ☐
 OTHER ☐

PROJECT (Name and address):
 JEFFERSON ELEMENTARY SCHOOL
 800 SOUTH ALVES STREET
 HENDERSON KY 42420

CHANGE ORDER NUMBER: 21-13
INITIATION DATE: 6/3/2022

TO CONTRACTOR (Name and address):
 KOBERSTEIN CONTRACTING
 12600 WARRICK COUNTY LINE ROAD
 EVANSVILLE IN 47725

PROJECT NUMBERS: CMA-KDE-000707 / 19-068
CONTRACT DATE: 5/4/2020
CONTRACT FOR: BP#021 COMBO OF BP#1-SITEWORK & BP#2-PAVING

THE CONTRACT IS CHANGED AS FOLLOWS:

DURING PREPARATION FOR NEW PAVING OF EXISTING ENTRANCE DRIVES AND PARKING LOTS IT WAS DISCOVERED THAT SOME AREAS HAD NO EXISTING BASE COURSE ASPHALT. ADDITIONAL COST TO PREPARE THESE AREAS TO RECEIVE NEW DGA AND BASE COURSE ASPHALT AHEAD OF PREVIOUSLY APPROVED NEW SURFACE COURSE ASPHALT.

The original Contract Sum was	\$2,326,115.00
Net change by previously authorized Change Orders	\$614,837.33
The Contract Sum prior to this Change Order was	\$2,940,952.33
The Contract Sum will be increased by this Change Order in the amount of	\$62,202.00
The new Contract Sum including this Change Order will be	\$3,003,154.33

The Contract Time will not be affected.
 The date of Substantial Completion as of the date of this Change Order therefore is 4/12/2022

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND CONSTRUCTION MANAGER.

Codell Construction

CONSTRUCTION MANAGER (Firm Name)

4475 Rockwell Rd., Winchester, KY 40392

ADDRESS

BY (Signature)

(Typed Name)

DATE:

KOBERSTEIN CONTRACTING

CONTRACTOR (Firm Name)

12600 WARRICK COUNTY LINE ROAD EVANSVILLE, IN 47725

ADDRESS

BY (Signature)

Asher Alden

6-3-22

(Typed Name)

DATE:

HAFER DESIGN

ARCHITECT (Firm Name)

21 SE THIRD STREET, SUITE 800 EVANSVILLE, IN 47708

ADDRESS

BY (Signature)

(Typed Name)

DATE:

HENDERSON COUNTY BOARD OF EDUCATION

OWNER (Firm Name)

1805 SECOND STREET HENDERSON, KY 42420

ADDRESS

BY (Signature)

(Typed Name)

DATE:

From: [Matt Blythe](#)
To: [David Welker](#)
Cc: [John Hagan Codell](#); [Jeramia Maikranz](#)
Subject: South Middle School Milling
Date: Thursday, May 26, 2022 1:06:11 PM

David,

You have probably seen this on site, but there is no existing asphalt base around South Middle School. Once we milled 1.5", it was mostly stone only around the back side of the school. Let me know if you want us to pave over this or have Rudolph look into providing HMA base in the area.

Also, please make sure the lot is clear, clean, and ready to pave first thing Tuesday morning.

Thanks,

Matt Blythe
Project Manager
Koberstein Contracting
12600 Warrick County Line Rd
Evansville, IN 47725
Office: 812-214-7369
Cell: 812-664-9929




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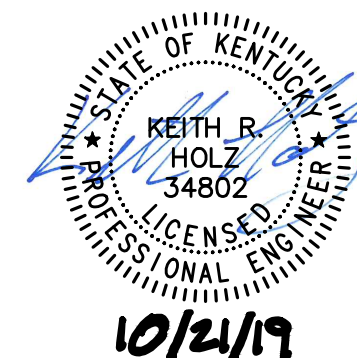


Civil Engineer
QK4
110 North Washington
Henderson, KY 40130

 Structural Engineer
Hodge Structural Engineers
22 Chestnut Street
Evansville, IN 47713
Telephone: 812.422.2558
Facsimile: 812.422.3337

SDA SKINNER
DESIGN
ASSOCIATES
ARCHITECTURE

Architect
Skinner Design Associates
101 Second Street
Henderson, KY 42420
Telephone: 270.826.8476



A=="A"

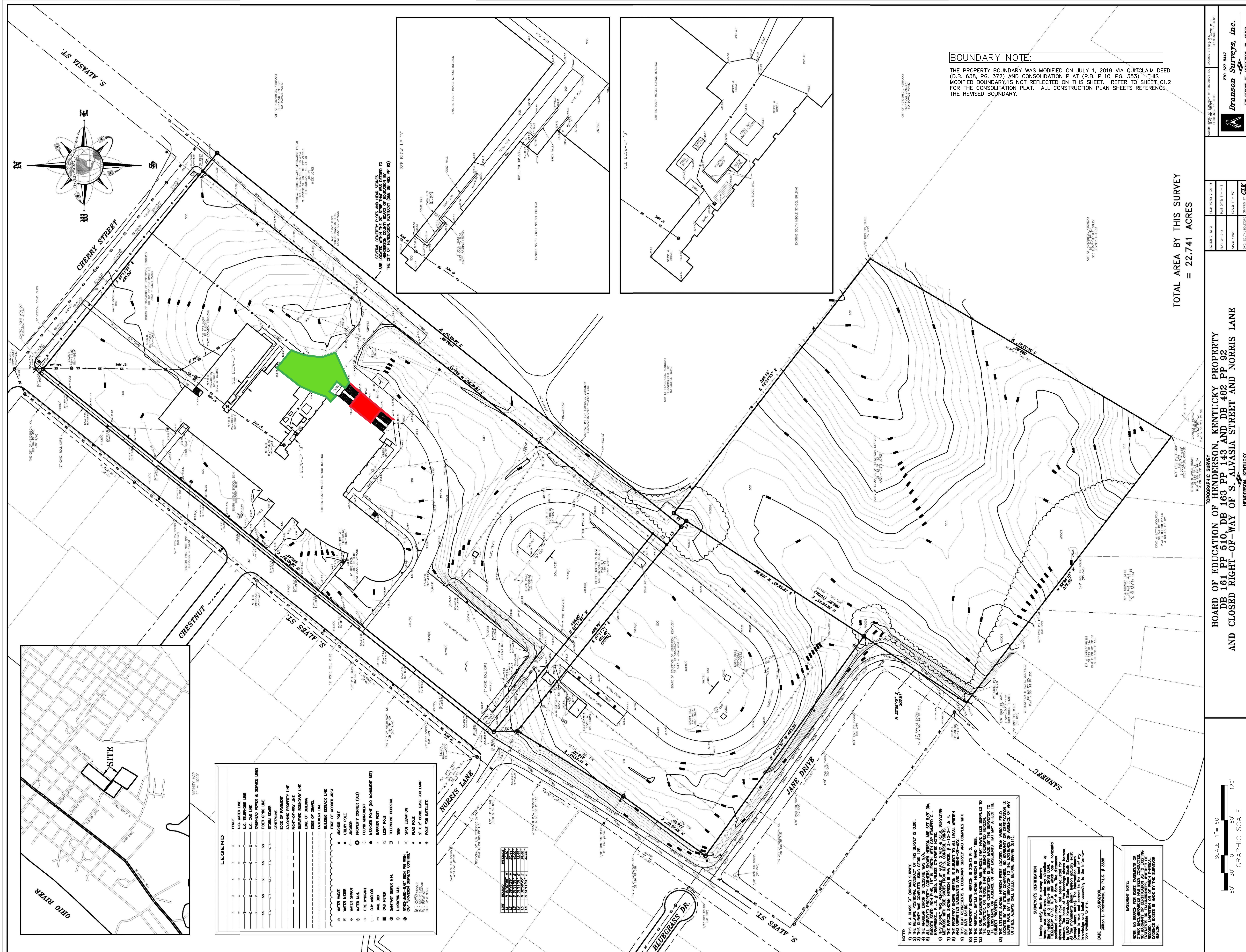
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EXISTING CONDITIONS
REFERENCE SURVEY

1807-244 October, 2019

C1.1





KCI CHANGE ORDER / EXTRA WORK COSTS

Project: Jefferson Elementary School

ORDER NO. S: -

Submit To: Codell Construction

Change Order: **TBD**

Date: **5/31/2022**

South Middle School HMA Base Replacement

Excavate and remove areas for new HMA base (approximately 728 sy)

579 sy to receive 10" DGA and 5.5" HMA base. 149 sy to receive 6" DGA and 2.5" HMA base

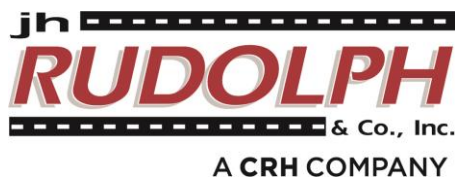
Work to take place week of 5/31/2022. No additional mobilizations included

No private utility locates included. No repair of private utilities included.

Superintendent	4	HR	\$	80.00	\$	320.00
Mobilization	1	LS	\$	2,000.00	\$	2,000.00
Operator	16	HR	\$	75.00	\$	1,200.00
Excavator	16	HR	\$	120.00	\$	1,920.00
Triaxle	16	HR	\$	115.00	\$	1,840.00
Laborer	16	HR	\$	60.00	\$	960.00
Operator	16	HR	\$	75.00	\$	1,200.00
Roller	16	HR	\$	120.00	\$	1,920.00
Laborer	16	HR	\$	60.00	\$	960.00
DGA	390	TN	\$	25.56	\$	9,968.40
Sub	1	LS	\$	31,800.00	\$	31,800.00

Sub-total \$ 54,088

Total \$ 62,202



J.H. Rudolph & Co., Inc.
PO Box 249
Tell City, IN 47586

T +1 (812) 476 4921
F +1 (812) 937-9712

www.jhrudolph.com

Change Order #4

SUBMITTED TO: **Matt Blythe @ Koberstein Contracting**

(hereinafter "Customer")

JOB NAME: **Jefferson Elementary School @ 800 South Alves Street, Henderson, KY**
(hereinafter "the Project")

In exchange for payment of [], J. H. Rudolph & Co., Inc. ("Contractor") proposes to furnish and supply, pursuant to the terms and conditions set forth on the reverse side of this page, the labor, equipment, supervision and materials to complete the following improvements in connection with the Project (all of which is hereinafter referred to as "the Work"):

Additional Heavy-Duty Pavement (approximately 574 syd)-174 tons (Asphalt Placement Only)

- Tack between asphalt surfaces
- Install ASPH Class II Base, 0.75D PG 64-22 @ 5.5" nominal depth (2 lifts of 2.75")

Additional Light-Duty Pavement (approximately 154 syd)-21 tons (Asphalt Placement Only)

- Tack between asphalt surfaces
- Install ASPH Class II Base, 0.75D PG 64-22 @ 2.5" nominal depth

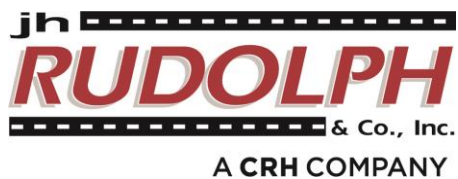
Labor..... \$12,080.00
Material..... \$19,720.00

For the lump sum of Thirty-One Thousand Eight Dollars and Zero Cents..... \$31,800.00

Disclaimers:

- Permits & fees provided by others
- **Owner must provide a clear uninterrupted work area**
- Engineering by others
- **Does not include cleaning, milling, excavation, undercutting, stone placement or fine grading**
- **Does not include prime**
- **Does not include asphalt testing**
- All materials used & work performed shall meet KYTC guidelines and specifications
- **Pricing to be done with other work; each additional mobilization will cost \$3,500.00**
- **PRICE INCLUDES 6% SALES TAX**
- Price is valid for 30 days
- **Work performed M-F 2022, weekend, nights or holidays will cost extra**
- **Asphalt plants open up the end of April 2022 & close the last week in November 2022**

Customer's signature below shall be Customer's request that Contractor commence the Work as described pursuant to Terms and Conditions on the reverse side of this page which shall supersede any conflicting term in any other document (where this Proposal is submitted by facsimile or electronic mail, the Terms and Conditions are provided as the second page).



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Respectfully submitted this 31 day of May 2022

J. H. Rudolph & Co., Inc.

By:

Bryan Rucker Estimator/Project Manager
"Contractor"

Contractor's proposal, inclusive of all its Terms and Conditions, are accepted

"Customer"

date

These Terms and Conditions are a part of this proposal and any subsequent agreement entered into by and between the Customer and Contractor (once accepted as indicated below, the parties' agreement is hereinafter "the Agreement").

1. Qualifications and Exclusions.

- a. Items identified as Work are included; all items of work, services, equipment and/or materials not expressly included are hereby excluded; any specific or express exclusions shall not limit the generality or effect of the foregoing.
- b. Unless expressly included in the definition of the Work, the Agreement excludes the following which will be provided by JHR if Customer agrees to pay the increased cost: performance, payment and/or maintenance bonds; seal coat; pavement markings; ramps/speed bumps; paving fabric, removal of underground obstructions; premium time or weekend work; utility relocation; repair to existing pavement damaged by construction traffic or activity; patching for utility/storm drainage cuts, or areas between new curb and gutter and existing pavement; demolition or saw cuts for demolition; adjusting castings; testing of materials; traffic control services, devices or signage; earthwork/undercutting/repair or remediation of unstable earth grade; subsurface drain or backfill; and/or patching of existing asphalt or pavement damaged by construction activity.
- c. The Work does not include any design services or analysis that requires or calls for a licensed or registered design or other professional.
- d. This proposal assumes a single mobilization and a linear progression of work without interference by Customer or other contractors; Customer will be responsible for the cost of additional mobilizations, disruptions and delays caused by factors beyond contractor's control.
- e. Where used, paving fabric is intended to retard reflective cracking through asphalt overlays but appearance of cracks is possible.
- f. Sales tax excluded unless expressly identified as a line item in the proposal. An exemption certificate required for a tax credit.
- g. Contractor warrants its Work will be good and workmanlike and free of material defects not inherent in the design or subgrade/subsurface for a period of one year from completion of the Work and agrees to repair or replace any nonconforming work for which Contractor receives prompt written notice within this period. Whether a condition will be repaired or replaced will be at Contractor's sole discretion. Contractor's agreement to repair/replace is in lieu of and Owner releases, waives and disclaims all other warranties, rights, claims or causes of action, whether express or implied, known or unknown, arising from or relating to the Work and Owner's remedies concerning the Work and this Agreement are limited to the extent herein described. There are no warranties beyond the face hereof.

2. Customer's Duties and Representations. Customer will secure all permitting and permission necessary for the Work (including ingress and egress to the site from adjacent properties if necessary) prepare the work area and the area surrounding the Work so that Contractor is granted access and the Work is not impeded in any respect. Unless expressly stated otherwise, Customer will provide Contractor with a cleared surface prepared for asphalt paving where sub-grade consists of materials properly prepared and compacted to the density, elevation and slope appropriate to receive paving for the intended use. Customer will call Contractor to perform Work after areas sufficient to insure continued work are ready for paving. Contractor is entitled to rely on Customer's notice to proceed as Customer's representation that work areas are adequately prepared and Contractor shall have no duty to inspect and is not responsible for any subsurface or sub-grade conditions; however, where Contractor, through visual observations, identifies conditions which may deviate from design or best practices in any respect, Customer will cure all such defects. Customer shall coordinate the work of its separate contractors with Contractor so as to not delay or otherwise disrupt Contractor's work in any respect. Where Contractor mobilizes to the Project at Customer's request and either insufficient areas are prepared or Contractor's Work will be obstructed by separate contractors, Customer shall be responsible for the costs of additional mobilization(s) and the disrupted work. Customer represents that it is either the owner of the property to receive the Work. The individual signing on behalf of Customer, if Customer is an entity, also signs individually and personally guarantees Customer's payments of all amounts due Contractor.

3. Compensation. Invoices are due upon receipt. All unpaid amounts will accrue 1 ¾% interest, compounded monthly, until paid. Nothing herein shall obligate Contractor to continue performance where Customer has failed to make any payment when due.

4. Changed Conditions or Additional Work. Customer agrees to pay Contractor all costs associated with any additional work or changed conditions, whether expressly ordered by Customer, plus 15%. The Contract Amount is based on material prices as of the date of the Agreement. Material price increases of 5% or more following execution of the Agreement shall be considered a changed condition as herein described. Where requested in writing by Customer, Contractor will address sub-grade defects on the foregoing terms. Customer will pay Contractor's additional costs incurred preparing surface for asphalt paving including import or export of material to achieve appropriate elevation and slope as well as the cost to address any obstructions, obstacles, utilities, cleaning or other preparation required before paving.

5. Time. Contractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the Work. Customer shall provide Contractor not less than 5 days prior notice of the date and time the site will be prepared for Contractor's work to proceed. Contractor shall be entitled to an equitable adjustment of the contract amount for additional costs due to unanticipated project delays or accelerations for factors beyond its control. Contractor will complete the Work, weather depending, within 30 days from commencement of work at a duly prepared work area.

6. Safety. Contractor will cause its Work to comply with all safety measures, policies, and standards required or recommended by governmental or quasi-governmental authorities having jurisdiction over the Work. The foregoing notwithstanding, Contractor is an invitee on Customer's property (or Customer's client's property) and Customer shall have the sole responsibility to make its property fit for Contractor to enter and perform the Work.

7. Indemnity. Customer will save, defend, indemnify and hold Contractor harmless from and against any and all costs, losses, expenses, claims and damages, including attorney's fees, caused in whole or in part by the negligent acts or omissions of the Customer (or any of its agents or representatives) resulting in bodily injury or death to persons, damages to or destruction of property or breach of any representation by Customer. Customer shall not be obligated to indemnify or defend Contractor for claims found to be due to Contractor's sole negligence or willful misconduct.

8. Insurance. Contractor will purchase and maintain commercial liability and worker's compensation insurance. Customer shall purchase and maintain such liability insurance needed to protect Contractor from claims which may arise from the performance of Customer's obligations under this Agreement or Customer's conduct during the course of the Work. Customer waives all claims and rights of recovery against Contractor and/or Owner arising out of the negligence of either of the foregoing for which Customer is insured or is required to be insured. Customer, for itself and on behalf of its insurer(s) waives and releases any and all rights and/or claims for subrogation.

9. No assignment. Customer may not assign this Agreement, in whole or part, without Contractor's prior written consent.

10. Termination. The Agreement may be terminated by Contractor if Customer fails to make any payment hereunder or fails to fulfill any obligation hereunder and, in this event, Contractor is entitled to all costs incurred up to the time of termination including any de-mobilization, subcontractor and equipment charges. Contractor shall have the right to terminate this Agreement without cause and without prior notice to Customer. In the event Contractor terminates without cause, Customer shall have no further obligations to Contractor.

11. Dispute Resolution. Any claim, dispute or other matter in question between Customer and Contractor shall be resolved through arbitration pursuant to the Federal Arbitration Act in lieu of litigation or other dispute resolution. The parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution; therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

12. Entire Agreement. These Terms and Conditions and the foregoing proposal form the complete and full agreement between the parties and there exist no other agreements or understandings, whether verbal or written.