



AIA Document G731™ – 2019

Change Order, Construction Manager as Adviser Edition

PROJECT: *(name and address)*
 Allen County Schools - Campus Air
 Quality and Building Upgrades
 Scottsville, Ky
OWNER: *(name and address)*
 Allen County Board of Education
 570 Oliver Street
 Scottsville, KY 42164
CONTRACTOR: *(name and address)*
 Green Mechanical Construction
 322 West Main Street
 Glasgow, Ky 42141

CONTRACT INFORMATION:
 Contract For: BP 220-02
 Mechanical
 Date: December 27, 2022
ARCHITECT: *(name and address)*
 Sherman Carter Barnhart PSC
 2405 Harrodsbrg Road
 Lexington, KY 40504

CHANGE ORDER INFORMATION:
 Change Order Number: 006
 Date: March 4, 2024
CONSTRUCTION MANAGER: *(name and address)*
 Alliance Corporation
 116 E. College Street
 Glasgow, KY 42141

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.)

Provide and install replacement energy recovery wheels for ER3 unit.

The original Contract Sum was	\$ 1,323,223.00
Net change by previously authorized Change Orders	\$ 37,200.00
The Contract Sum prior to this Change Order was	\$ 1,360,423.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 88,760.00
The new Contract Sum including this Change Order will be	\$ 1,449,183.00

The Contract Time will be unchanged by Zero (0) days.
The Contractor's Work shall be substantially complete on

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, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Sherman Carter Barnhart PSC
ARCHITECT *(Firm name)*

Alliance Corporation
CONSTRUCTION MANAGER *(Firm name)*

SIGNATURE
Jennifer Cash, Associate Principal
PRINTED NAME AND TITLE

SIGNATURE
Billy Parson, Project Manager
PRINTED NAME AND TITLE

DATE:
Green Mechanical Construction
CONTRACTOR *(Firm name)*

DATE:
Allen County Board of Education
OWNER *(Firm name)*

SIGNATURE
Daniel Turner, Project Manager
PRINTED NAME AND TITLE

SIGNATURE
Travis Hamby, Superintendent
PRINTED NAME AND TITLE

DATE:

DATE:

**ALLEN COUNTY SCHOOLS - CAMPUS AIR QUALITY & BUILDING UPGRADES
PROPOSAL REQUEST PRICING SHEET**

PROPOSED CHANGE REQUEST NO. _____ DATE _____

DESCRIPTION PROVIDE AND INSTALL REPLACEMENT
ENERGY RECOVERY WHEELS FOR ER3 UNITS.
CONTRACTOR GREEN MECHANICAL BID PACKAGE BP220

WORK DESCRIPTION PLUMBING AND HVAC

A. UNIT PRICING FROM THE PROPOSAL FORM

1. UNIT PRICING	_____	QTY.	_____	U.P.	_____	TOTAL COST
2. UNIT PRICING	_____	QTY.	_____	U.P.	_____	TOTAL COST
3. UNIT PRICING	_____	QTY.	_____	U.P.	_____	TOTAL COST

B. MATERIAL

1. <u>1</u>	ITEM	_____	QTY.	_____	UNIT	<u>49,166</u> <u>55,480</u>
2. _____	ITEM	_____	QTY.	_____	UNIT	_____
3. _____	ITEM	_____	QTY.	_____	UNIT	\$ _____

MATERIAL TOTAL _____

LABOR

1. _____	HOURS @	_____	\$/HR	<u>26</u> <u>33,280</u> <u>26,280</u>
2. _____	HOURS @	_____	\$/HR	_____
3. _____	HOURS @	_____	\$/HR	\$ _____

LABOR TOTAL _____

EQUIPMENT

EQUIPMENT TOTAL \$ _____

MATERIAL, LABOR & EQUIPMENT SUBTOTAL

75,446

15% OVERHEAD/PROFIT MARK-UP

13,314

DEDUCT DPO (DIRECT PURCHASE ORDER) MATERIAL \$ _____

TOTAL ADD/DEDUCT

88,760.00

NOTE: CONTRACTORS ARE TO USE UNIT PRICES WHERE APPLICABLE.

7319 E. 116th Street
Fishers, IN 46038
Matt Ihle
Cell: 859-553-4453
mihle@level-solutions.com



Proposal

Prepared For:
Green Mechanical

Job Name:
Allen Co Wheels

Payment Terms:
Net 30 Days

Date:
June 23, 2023
Valid for 30 days
From:
Matt Ihle
Proposal # 8602300028

Delivery Terms:
FOB Factory

We propose to furnish the equipment listed below at the prices stated which are in accordance with the terms, prices, and conditions stated below as part of this proposal.

ER3-18 (Qty - 2) - SEMCO is pleased to quote an ER3 replacement energy recovery wheel Complete Retrofit which includes media, spokes, hub, shaft, bearings, seals, speed reduction system, constant speed motor, sheaves, belts and motor base. A new seal shelf and adjustable purge are included only if existing items are non-functional. Wiring is included from the wheel to the controller and inverter. Power wiring supplied by other than SEMCO. Includes sensor wired with plenum cable (not in conduit).

- Retrofit Full Installation. SEMCO provides the necessary manpower for the mechanical work and installation of electrical components(when applicable). Removing existing media and spoke system(when applicable) is included in pricing. Price is based upon delivery of crates to area adjacent to retrofit and disposal of materials by others. No removal of asbestos materials is included.
- 480 volt 3-phase inverter with 3-phase inverter duty motor. - Rotation Detector for constant speed or variable speed wheel in NEMA 1 enclosure with indicator light and relay for remote alarm indication. Includes 1 NO set of dry contacts. Requires 24 VAC power. When ordered with a Temperature Controller both devices are mounted in a single NEMA 1 enclosure

Total Price, Excluding Taxes\$88,760.00

- 1) Lead time is dependent upon production load at point of release to production.
- 2) Current lead time is 1-2 weeks on material and 3-4 weeks on installation (concurrent). Lead times are likely to extend to 3-4 weeks on material and 4-5 weeks on installation due to project/fabrication capacities.
- 3) Not included in this proposal: - Receiving, rigging, storage of materials shipped ahead of service technician arrival (materials are to stay crated until technician arrival unless noticeable freight damage requires further inspection). - Electrical (lock out tag out/control wiring/any

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high voltage beyond the wiring of motor to the existing variable frequency drive) - Clean up after remediation

TERMS AND CONDITIONS OF SALE

1. **CONTRACT TERMS.** Acceptance of this agreement is expressly conditioned on acceptance of the terms and conditions contained herein and terms and conditions contained in any purchase order, or accompanying payment for delivery of the products specified herein, which are different from or in addition to these Terms and Conditions of Sale shall not be binding on Seller, whether or not they would materially alter this agreement, and Seller hereby objects thereto.
2. **PRICING.** All quotations furnished hereunder and all published prices for the products sold hereunder in effect at the time of receipt of order are firm, provided that the entire order is released for manufacture and shipment upon completion. Releases for shipments at later dates are subject to prices in effect at time of shipment and are subject to change without notice. All quotations are valid for a maximum of thirty (30) days, after time any such quotation shall automatically expire (unless previously negotiated and documented). Prices exclude taxes, unless they are separately stated. All transportation charges are for the account of the Buyer. If rates of common and contract carriers are increased or decreased prior to shipment, prices of unshipped products which may have been ordered on a "delivered price" basis shall be increased accordingly.
3. **CREDIT; PAYMENT.** Credit may be furnished to customers upon credit approval by Seller's credit manager; however, Seller's credit terms are subject to change by Seller units sole and absolute discretion if Buyer's financial condition or payment history shall materially change. Payment for products sold hereunder shall be made in accordance with the terms set forth in the order. All payments are due 30 days from the date set forth in the applicable invoice, quotation or acknowledgment, and time is of the essence with respect to such payments. Payments that are outstanding more than sixty (60) days from their respective due dates shall bear an interest rate of one and one-half percent (1½%) per month (eighteen percent (18%) per annum) until fully paid, including any interest payments thereon. In the event Buyer does not pay within the terms of this Agreement, all collection costs incurred by Seller, including attorney's fees, will be paid by Buyer. Payment for the products furnished hereunder shall not be subject to offset or deduction by Buyer, unless such offset or deduction is expressly accepted by Seller. Any sums that have been deducted by Buyer in violation of this paragraph shall be considered overdue and are subject to the above interest charge.
4. **DELIVERY.** The scheduled dates for shipment of the products are estimated based on current and anticipated manufacturing capabilities at the time of quotation and maybe quoted as weeks after receipt of order. All delivery dates are estimates only, and Seller shall not be liable for any damages relating to failure to ship the products as of a certain date. If Seller is delayed at any time by the acts or omissions of Buyer, its agents, subcontractors or material suppliers, or by modifications of the agreement as specified in Section 7, or by causes beyond Seller's control including governmental acts, orders, or regulations, strikes, civil disturbances or acts of God, then the period of performance shall automatically be extended by one day for each day in which Seller encountered such delay. Seller shall not be liable for any actual or consequential damages related to or arising out of said delay. Seller reserves the right and privilege of declining to make deliveries if there is any doubt as to Buyer's financial responsibility, and Seller shall not, in such event, be liable for non-performance of this agreement, in whole or in part.
5. **TRANSPORTATION.** The products shall be shipped F.O.B. Seller's factory with title and risk of loss passing to Buyer upon delivery to the carrier at the FOB point. Freight routing is at the discretion of the shipper unless otherwise specified by the Buyer. Buyer must make arrangements for the proper inspection of the products upon receipt and subsequent claims, (if any), against the shipping company for any shortage, damage, loss to the products or delay in transit. Seller is not responsible for the condition of the products once they leave Seller's factory.
6. **INSPECTION.** The Buyer shall inspect the products immediately on the arrival thereof, and shall within fourteen (14) days after arrival give written notice to Seller of any matter by reason whereof it may allege that the products are not in accordance with the agreement. If Buyer shall fail to give such notice, the products shall be deemed to be in all respects in accordance with the agreement terms. All products made to special specifications are deemed to be inspected and accepted before shipment is made, and may not be canceled. Goods may not be returned by Buyer except upon the written permission of Seller and in accordance with Seller's returned goods procedures, and may at Seller's discretion be subject to a return stocking charge of twenty-five percent(25%) of the purchase price of the returned goods.
7. **CHANGES.** Changes to the delivery schedule, shipping instructions or any custom specifications of the products may be made upon execution by Buyer and acceptance in writing by Seller of a Change Order, stating their agreement on (i) change in the specifications, delivery schedule or shipping instructions for the products, (ii) an adjustment to the purchase price, or (iii) an adjustment in the Seller's period of performance. In the event Buyer has communicated changes to Seller, Seller shall not be required to continue performance of the agreement and may cease work on the products until an acceptable change order has been issued by Buyer.
8. **CANCELLATION/TERMINATION.** This contract is subject to cancellation only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the products affected to the point at which the processing can be halted with least inconvenience to Seller under the circumstances. In the event of acceptance of the cancellation, at Seller's election Seller may assess cancellation charges against Buyer, which charges shall consist of the expenses (labor, material, overhead) incurred by Seller to the date of acceptance of cancellation and/or the date of the halting of processing, plus the profit anticipated by Seller on the canceled portion of the order, less allowance for scrap at the price then currently paid by Seller for scrap of the type resulting from the cancellation of the order. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. If Buyer fails to perform any of its obligations hereunder, including without limitation, failure to make payments as provided in Section 3, or if Buyer fails to give reasonable assurances of future performance when requested by Seller, then Seller may, upon five (5) days written notice to Buyer, declare the Buyer to be in default and Seller may suspend performance of the obligation hereunder without liability and retain all rights and remedies Seller may possess at law, in equity or as provided in this agreement.
9. **TAXES, PERMITS, FEES, LAWS.** Unless expressly stated in Seller's invoice, the purchase price for the products furnished hereunder excludes all federal, state, or local taxes. Buyer shall pay all sales taxes assessed on the sale of the goods unless it shall provide Seller with acceptable tax-exemption certificates. Except to the extent expressly assumed by Seller, Buyer shall secure and pay for all permits and fees necessary for the delivery and installation of the equipment. Seller may elect to add any such taxes or fees to the invoice amount payable to Seller or Buyer. Buyer must provide Seller with acceptable documentation of any exemptions claimed from taxes, permits or fees. It is Buyer's duty to ascertain that the equipment proposed by Seller are in accordance with applicable local laws, statutes, ordinances and building codes ("laws"). Seller shall not be responsible for compliance of the equipment to such laws, but shall promptly notify Buyer of any discrepancies that come to Seller's attention between the specifications and laws.
10. **WARRANTY.** Seller warrants that the products provided hereunder will be free from defects in material and workmanship for the period set forth in Seller's published limited warranty statement, which is incorporated herein by reference. Products or the components thereof alleged to be defective must be returned, freight prepaid to Seller for examination and repair or replacement by Seller. No products may be returned to Seller without the prior written approval of Seller. **THE FOREGOING IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED, IMPLIED BY OPERATION OF LAW, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE.**
11. **LIMITATIONS OF LIABILITY.** No representation or warranty, express or implied, made by any sales representative or other agent or representative of the Seller which is not specifically set forth herein shall be binding upon Seller. Seller shall not be liable for any special, incidental or consequential damages, losses or expenses directly or indirectly arising from the manufacture, sale, or use of the products or from any other cause relating thereto, and Seller's liability hereunder, in any case, is expressly limited to an amount equal to the purchase price of the products purchased hereunder, whether such claims are for breach of warranty or negligence or otherwise. This warranty extends only to direct customers of Seller and does not include customers of Buyer.
12. **ARBITRATION.** Any dispute arising out of or related to the terms of this Agreement, or the performance of the parties hereunder, which has not been resolved by mutual agreement, shall be decided by arbitration conducted at Indianapolis, Indiana in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") then in effect, as

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modified or supplemented herein, or as the Parties mutually agree otherwise. Notwithstanding the Commercial Arbitration Rules of the AAA, the Parties agree that (a) any arbitration shall be presided over by a neutral arbitrator selected by the parties (or failing agreement, appointed by the AAA), who shall have been admitted to the practice of law, and be in good standing or on retirement status, in any of the fifty United States, (b) the arbitrator shall base his/her decision on the facts as presented into evidence, and upon the statutory and judicial law as provided in Section 13, (c) the arbitrator shall have no power to add to, delete from, or otherwise modify any lawful provision of this agreement, and (d) the arbitrator shall prepare a written memorandum of decision setting forth the findings of fact and conclusions of law. The decision of the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in any court of applicable jurisdiction. Any claim for relief made pursuant to this Agreement shall be made within one (1) year from the date upon which the party claiming relief knew or should have known of the cause of action constituting such claim. This section shall not be deemed a limitation of Seller's rights or remedies under applicable law with respect to mechanics or materialmen liens, or material payment bonds.

13. MISCELLANEOUS. This agreement contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior understandings, negotiations, arrangement or agreements. This agreement may not be modified except in writing and signed by the parties' authorized representatives. Waiver of any of the provisions of the agreement shall not constitute a waiver of any other provision, not shall such waiver constitute a continuing waiver, unless otherwise specifically provided. The terms of this agreement shall be interpreted in accordance with the substantive laws of the Commonwealth of Massachusetts, excluding its conflict of laws.

14. DRAWINGS AND DESIGNS. The equipment furnished hereunder will conform to the designs and drawings submitted by Seller, which have been prepared by Seller to reflect the design intent of Buyer's specifications. Notwithstanding any marking placed thereon by Buyer, failure to object to the physical or functional configuration of the drawing submittals prior to commencement of work (including the ordering of material) shall be deemed as Seller's approval of the designs and drawings. Seller's fabrication of the equipment in accordance with the drawings and designs submitted by Seller shall constitute fulfillment of this order. Seller is not responsible for dimensional or other errors on Buyer's drawings, and Buyer shall reimburse Seller for any additional costs resulting from such errors.

FACPAC Contract Change Order Supplemental Information Form (Ref# 59565)

Form Status: Saved

Tier 2 Project: Campus Air Quality and Select Building Upgrades
BG Number: 22-296 District: Allen County (HB678)
Status: Active Phase: Project Initiation (View Checklist)

Contract: Green Mechanical Construction, Inc, 0220, Mechanical
Type: CM Bid Package Proposed

Change Order Number 2
Time Extension Required No
Date Of Change Order 3/4/2024
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	\$137,981.00
Net Approved COs	\$-2,277.93
Remaining After Approved COs	\$140,258.93
Net All COs	\$86,482.07
Remaining After All COs	\$51,498.93

This Requested Change Order Amount \$88,760.00
+/-

Change In A/E Fee This Change Order
+/-

Change In CM Fee This Change Order \$0.00
+/-

Remaining Construction Contingency \$51,498.93
Balance

Contract Change Requested By Contractor
Contract Change Reason Code Expansion of Scope

Change Order Description And Justification
Provide and install replacement energy recovery wheels for ER3 unit.

Cost Benefit To Owner
The cost of this change order has been reviewed and determined to be 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	\$26,280.00	29.61%
Materials	\$49,166.00	55.39%
Profit and Overhead	\$13,314.00	15.00%
Bond Insurance		0.00%
Cost Breakdown Total:	\$88,760.00	

Cost for this Change Order supported by an alternate bid or competitive price quote

Explain Why

Executed contract with contractor.

Change Order Supplemental Information Form Signature Page (Online Form Ref# 59565)

Architect

Date

Construction Manager

Date

Finance Officer

Date

Local Board of Education Designee

Date