

OLDHAM COUNTY BOARD OF EDUCATION

CONCERN

Consider Approval of Change Order #2 for the Oldham County Preschool Renovation & Addition.

DISCUSSION

Change Order #2 (attached) proposes an additional cost of \$86,098.55 for multiple scopes: Plumbing, Fire Suppressant, Electrical, Vault repairs, for the Oldham County Preschool Renovation & Addition.

McCulloch Associates Architects and Brent Bohannon, Director of Facilities Management, recommend approval of Change Order #2 in the additional cost amount of \$86,098.55 to the Redlee Construction and Development Inc contract.

RECOMMENDATION

Approve Change Order #2 to the Oldham County Preschool Renovation & Addition in the additional cost amount of \$86,098.55 for submission to the Kentucky Department of Education, District Facilities Branch, Division of District Support and hereby authorizes the Director of Facilities Management to execute the necessary documentation.

On a motion by _____, seconded by _____, the Board Approved Change Order #2 to the Oldham County Preschool Renovation & Addition in the additional cost amount of \$86,098.55 for submission to the Kentucky Department of Education, District Facilities Branch, Division of District Support and hereby authorizes the Director of Facilities Management to execute the necessary documentation. (,)



Suzanne Hundley, Board Chair



Dr. Jason Radford, Superintendent/Secretary

FACPAC Contract Change Order Supplemental Information Form (Ref# 60620)

Form Status: Saved

Tier 2 Project: Oldham County Preschool - Expansion & Renovation
 BG Number: 20-194 District: Oldham County (HB678) (465)
 Status: Active Phase: Project Initiation (View Checklist)

Contract: Redlee Construction & Development, Inc., 0001, Renovation and Expansion
 Type: General Contractor Proposed

Change Order Number 2
 Time Extension Required No
 Date Of Change Order 8/22/2024
 Change Order Amount To Date Increase

Construction Contingency

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

Current Approved Amount	\$520,987.50
Net Approved COs	\$0.00
Remaining After Approved COs	\$520,987.50
Net All COs	\$105,118.74
Remaining After All COs	\$415,868.76

This Requested Change Order Amount \$86,098.55

+/-

Change In A/E Fee This Change Order \$6,026.90

+/-

Change In CM Fee This Change Order

+/-

Remaining Construction Contingency
Balance

Contract Change Requested By Architect/Engineer; General Contractor; Local Board of Education

Contract Change Reason Code Expansion of Scope; Found Condition; Improved Plans/Specs

Change Order Description And Justification

006 - Add mullion on Door 133

008 - Repair Drain Valve T&M

009 - Hydrant piping and build Chases

011 - Upcharge for Premium Laminate

014- Vault Repairs per OCBE

- 015 - Locate Fire Service Main
- 016 - Add Lights to Clouds
- 017 - Fire Alarm Changes
- 018 - Rework Speakers
- 020 - Move & reinstall 43 speakers in a new location

Cost Benefit To Owner

contractor on site, unit prices were utilized for some Request for Change Orders.

Contract unit prices have been utilized Yes
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	\$49,188.20	57.13%
Materials	\$28,478.47	33.08%
Profit and Overhead	\$8,431.88	9.79%
Bond Insurance		0.00%
Cost Breakdown Total:	\$86,098.55	

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

Explain Why

Attachments

CO 002 - COMPLETE RFCOs - REVISED.pdf

**Change Order Supplemental Information Form Signature
Page (Online Form Ref# 60620)**



Architect

08/28/2024
Date



Construction Manager

8/29/24
Date

Finance Officer

Date

Local Board of Education Designee

Date



AIA Document G701® – 2017

Change Order

PROJECT: (Name and address)
Oldham County Preschool - Expansion and Renovation
4309 Brown Blvd.
LaGrange, KY 40031

CONTRACT INFORMATION:
Contract For: General Construction
Date: 4/23/2024

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: 8/28/24

OWNER: (Name and address)
Oldham County Board of Education
6165 W. Highway 146
Crestwood, KY 40014

ARCHITECT: (Name and address)
McCulloch Associates Architects
1225 Garvin Place
Louisville, KY 40203

CONTRACTOR: (Name and address)
Redlee Construction and Development Inc.
800 Stonecreek Pkwy
Suite 5A
Louisville, KY 40223

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.)

RFCO 06 Adding a mullion to Door 133	\$ 1,389.66
RFCO 08 Repair drain valve T&M	\$ 416.30
RFCO 09 Hydrant piping & chases built	\$ 1,582.40
RFCO 11 Upcharge for Premium Laminate	\$ 8,262.75
RFCO 14 Vault repairs per OCBE instructions	\$ 24,353.55
RFCO 15 Locate fire service main	\$ 3,967.50
RFCO 16 Lights added to clouds above entries	\$ 24,660.79
RFCO 17 Fire alarm changes	\$ 5,052.66
RFCO 18 Repair drain valve T&M	\$ 8,503.09
RFCO 20 Move & reinstall 43 speakers location	\$ 7,909.85
TOTAL 	\$ 86,098.55

The original Contract Sum was	\$ 9,963,000.00
The net change by previously authorized Change Orders	\$ 19,020.19
The Contract Sum prior to this Change Order was	\$ 9,982,020.19
The Contract Sum will be increased by this Change Order in the amount of	\$ 86,098.55
The new Contract Sum including this Change Order will be	\$ 10,068,118.74

The Contract Time will be increased 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.

McCulloch Associates Architects	Redlee Construction and Development Inc.	Oldham County Board of Education
_____ ARCHITECT (Firm name)	_____ CONTRACTOR (Firm name)	_____ OWNER (Firm name)
 _____ SIGNATURE	 _____ SIGNATURE	_____ SIGNATURE
Barnett McCulloch, President	Matthew Elder, Vice President	Brent Bohannon, Director of Facilities Management
_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
08/28/24 _____ DATE	8/29/24 _____ DATE	_____ DATE



June 21, 2024

Mr. Dino Sehic
McCulloch Associates Architects
1225 Gavin Place
Louisville, KY 40203

Re: 977 | OCBE | OC Preschool Addition & Renovation | COR- Add Mullion to 133

Dino,

The cost to add a mullion to make doors 133 operate correctly is as follows:

ADD Mullion and Hardware to 133	
Removable Mullion, Cylinder, Stabilizers	\$ 1,208.40
Subtotal	\$ 1,208.40
OHP	\$ 181.26
Total	\$ 1,389.66

Please advise if you want to do this work.

Sincerely,

Charles Frith

Charles Frith

Contemplated Change Order #5
CO5: Add removeable mullion to 133

-1	Pair Doors #133	Exterior from New Exit Way 133		90° RHRA
1	Pair Doors #133	Exterior from New Exit Way 133		90° RHRA
1	Removable Mullion	KR822	600	PR
1	Conventional Cylinder	CR3000-200-7	626	CR
1	Stabilizers	ST989	BLACK	PR

Section Totals

Finish Hardware				1,140.00
		Pre-Tax Total:		1,140.00

Taxes

KY000	Kentucky State Tax			68.40
		Tax Total:		68.40
		Grand Total:		1,208.40



July 12, 2024

Mr. Dino Sehic
McCulloch Associates Architects
1225 Gavin Place
Louisville, KY 40203

Re: 977 | OCBE | OC Preschool Addition & Renovation | COR- Repair Drain Valve T&M

Dino,

The cost to repair drain valve T&M is as follows:

Repair 1" low point drain per OCBE	
Brown labor and materials	\$ 362.00
Subtotal	\$ 362.00
OHP	\$ 54.30
Total	\$ 416.30

Please advise if you want to do this work.

Sincerely,

Charles Frith

Charles Frith



July 12, 2024

Mr. Dino Sehic
McCulloch Associates Architects
1225 Gavin Place
Louisville, KY 40203

Re: 977 | OCBE | OC Preschool Addition & Renovation | COR- Rework Hydrants and Add Chases

Dino,

The cost to rework the wall hydrant piping and build chases is as follows:

Rework Hydrants and install chases	
KCC-rework hydrants	\$ 789.00
Jaba Construction-build chases	\$ 587.00
Subtotal	\$ 1,376.00
OHP	\$ 206.40
Total	\$ 1,582.40

Please advise if you want to do this work.

Sincerely,

Charles Frith

Charles Frith



Change Estimate Worksheet

Estimate by: Antonio Fernandez

C.E Number: 02

Date: 7/09/2024

Job: **OCBE-Oldham County Preschool**

RFI # 28 New Chase at rooms 102B and 103B

Materials, Equipment used and stored:

12pcs of 3-5/8"x10' metal Studs 20 GA

1pcs of 3-5/8"x10' metal Track 20 GA

1pcs of 3-5/8"x10' Deep leg track 20 GA

2pcs of 4'x10' Drywall Hi Impact XP

4pcs of corner beads

miscellaneous (Drywall Mud, tape, screws, etc.)

Total materials and equipment= \$ 271

Labor for Frame, and hang/finish drywall = 8 hours

Total Labor = \$ 316.00

TOTAL LABOR AND MATERIAL= \$ 587.00



July 12, 2024

Mr. Dino Sehic
McCulloch Associates Architects
1225 Gavin Place
Louisville, KY 40203

Re: 977 | OCBE | OC Preschool Addition & Renovation | COR- upcharge for premium laminate

Dino,

The cost to upcharge for premium laminate is as follows:

Upcharge for Premium Laminate	
Upcharge for Premium Laminate	\$ 7,185.00
Subtotal	\$ 7,185.00
OHP	\$ 1,077.75
Total	\$ 8,262.75

Please advise if you want to do this work.

Sincerely,

Charles Frith

Charles Frith



P.R. Bean CO LLC
 1191 E 200 N
 Washington, IN 47501
 ph. 812-254-3761
 fax. 812-254-2860

Change Order Proposal

Date: July 12, 2024
 Project: Oldham Co Preschool
 Location: Crestwood, KY

Submitted To: Red Lee Const
 Attn: Charles Frith

Change Order Proposal Number: one (01)
 Change Order Reference Number: color selections
 Original Contract Amount:

Description	Qty	Unit	Item	Product Description	Cost
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CO#1 - Premium Laminate Colors

Laminate Color Selections
 email 7.12.24

252 shts
 31 shts

Upcharge cost for Premium laminate 927-SP
 Upcharge cost for Premium laminate 8844-WR
 These two colors are for classroom cabinets and
 Office area cabinets
 Counter top colors are not premium finish laminate

Net change Manufactured Products \$7,185.00
 Includes Freight to Jobsite
 Sales Tax NIC

Total	\$7,185.00
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All material is guaranteed to be as specified and free of defects. All products will be manufactured according to standard production practices. Any alterations or deviation from the above specifications involving extra cost will be executed only upon written change orders and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized By
Andy Bean
 Andy Bean General Partner
 Acceptance of Proposal

Signature :
 Name / Title :
 Date :



July 31, 2024

Mr. Dino Sehic
McCulloch Associates Architects
1225 Gavin Place
Louisville, KY 40203

Re: 977 | OCBE | OC Preschool Addition & Renovation | COR- Vault Repairs per OCBE

Dino,

The cost to make Vault Repairs per OCBE is as follows:

Vault Repairs-New RPZ	
Temp Vault Repairs	\$ 5,820.00
Permanent Vault Repairs	\$ 15,357.00
Subtotal	\$ 21,177.00
OHP	\$ 3,176.55
Total	\$ 24,353.55

Please advise if you want to do this work.

Sincerely,

Charles Frith

Charles Frith

14535

RFC 002
7/29/24

BROWN SPRINKLER CORPORATION

4705 PINWOOD ROAD • LOUISVILLE, KENTUCKY 40218 • PHONE 502-968-6274
301 BLUE SKY PARKWAY • LEXINGTON, KENTUCKY 40509 • PHONE 859-254-0900
5250 COMMERCE CIRCLE • INDIANAPOLIS, INDIANA 46237 • PHONE 317-889-4225

WORK ORDER

Date 6-26-24

Purchase Order No. _____

Job Name Oldham Co Preschool

Bill To _____

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

Description of work Repair existing fire main / remove old backflow from unit due to broken valves. Install temporary supply to put system back in service. Will install new backflow at latter date.

Work order taken by:

Name	Travel Time Included							Total Hours
	M	T	W	T	F	S	S	
Field Time			8					
<u>Matthew Whitehouse</u>			3					
<u>Quane Hawkins (DCI)</u>			5					
<u>Jacob Kicik</u>			5					
			3					
Shop Time								
<u>Randall</u>			3					
<u>Jessie Witt</u>			3					
			3					

Subcontractors

DCI

Lifts

Material

- 2 (8" w/c Flanges)
- 2 (8" w/c comp)
- 1) 8" butterfly valve
- 1) 8" check valve
- 3') 8" SCH 10 pipe
- 2) 8" red rubber kits

Customer Signature _____

RFC 003
7/29/24

14535

BROWN SPRINKLER CORPORATION
 4705 PINWOOD ROAD • LOUISVILLE, KENTUCKY 40218 • PHONE 502-968-6274
 301 BLUE SKY PARKWAY • LEXINGTON, KENTUCKY 40509 • PHONE 859-254-0900
 5250 COMMERCE CIRCLE • INDIANAPOLIS, INDIANA 46237 • PHONE 317-889-4225

Purchase Order No. _____ **WORK ORDER** Date (7-2-24)(7-3-24)
 Job Name Oldham Co Preschool Bill To _____
 Address _____ Address _____
 City, State, Zip _____ City, State, Zip _____
 Description of work _____

Install new backflow in vault took old out set
cut size seat attached p/v from top of vault to new valve on
backflow.

Work order taken by:

Name	Travel Time Included							Total Hours
	M	T	W	T	F	S	S	
Field Time			5 1/2					
<u>Matthew Whitkover</u>		6						
<u>MAX DEETS</u>		6	5					
<u>DAVE HAWKINS (DCI)</u>		5	2					
Shop Time								

Subcontractors

_____ DCI _____

Lifts

Material

Ames 8" backflow
1) 8" short MS sleeve
2) 8" grip rings w/kits
2) red rubber kits
16) stainless bolts & nuts
40' barstock for p/v
wheel attachment for p/v

Customer Signature _____



July 31, 2024

Mr. Dino Sehic
McCulloch Associates Architects
1225 Gavin Place
Louisville, KY 40203

Re: 977 | OCBE | OC Preschool Addition & Renovation | COR- Locate Fire Service Main

Dino,

The cost to make Locate Fire Service Main is as follows:

Locate Fire Service Main	
Time-Locate Fire Service Main	\$ 3,450.00
	\$ 3,450.00
	\$ 517.50
	\$ 3,967.50

Please advise if you want to do this work.

Sincerely,

Charles Frith

Charles Frith

RFC 004
7/29/24

14535

BROWN SPRINKLER CORPORATION

4705 PINWOOD ROAD • LOUISVILLE, KENTUCKY 40218 • PHONE 502-968-6274
301 BLUE SKY PARKWAY • LEXINGTON, KENTUCKY 40509 • PHONE 859-254-0900
5250 COMMERCE CIRCLE • INDIANAPOLIS, INDIANA 46237 • PHONE 317-889-4225

WORK ORDER

Date 6-25/27-24

Purchase Order No. _____

Job Name Oldham pcc school

Bill To _____

Address _____

Address _____

City, State, Zip _____

City, State, Zip _____

Description of work FCY to locate existing fire main

Work order taken by:

Name	Travel Time Included							Total Hours
	M	T	W	T	F	S	S	
Field Time								
<u>Matthew Ventcher</u>		8	3	4				
<u>Duane Hawkins (DCI)</u>		8	3	4				
Shop Time								

Subcontractors

DLZ

Lifts

Track box

Material

Customer Signature _____



July 31, 2024

Mr. Dino Sehic
McCulloch Associates Architects
1225 Gavin Place
Louisville, KY 40203

Re: 977 | OCBE | OC Preschool Addition & Renovation | COR- add lights at clouds

Dino,

The cost to add lights at clouds is as follows:

Add Lighting to Clouds	
Labor KES	\$ 2,855.20
Material Graybar	\$ 20,085.07
Subtotal	\$ 22,940.27
OHP	\$ 1,720.52
Total	\$ 24,660.79

Please advise if you want to do this work.

Sincerely,

Charles Frith

Charles Frith



Change Order Detail Summary

Project Name: Oldham County Preschool

Change Order #: 2

Contract #: 0

Date: July 23, 2024

KES Job #: 24-250

A) Labor:					
Classification	Hours	x	Rate	=	
Journeyman	32.00	x	\$ 83.00	=	\$ 2,656.00
Apprentice		x	\$ 58.00	=	\$ -
J-MAN TH		x	\$107.00	=	\$ -
App. TH		x	\$ 85.00	=	\$ -
J-MAN DT		x	\$135.00	=	\$ -
App. DT		x	\$104.00	=	\$ -
Other		x		=	\$ -
				Total (A)	\$ 2,656.00
B) Labor Markup 7.5%				Total (B)	\$ 199.20
C) Material				Total (C)	\$ 18,683.79
D) Equipment Rental					
Item	Amount				
				Total (D)	\$ -
E) Material & Equipment Rental Markup 7.5 %				Total (E)	\$ 1,401.28
F) Subcontractor					
Vendor	Amount				
				Total (F)	\$ -
G) Subcontractor Markup 7.5 %				Total (G)	\$ -
H) Miscellaneous					
1) Bond/Insurance Costs		\$	-		
2) Fees, Permits, Licenses, Etc.		\$	-		
3) Other		\$	-		
				Total (H)	\$ -
Grand Total				\$	22,940.27



3880 BUSINESS PARK DR
 LOUISVILLE KY 40213-2480
 Phone: 502-804-3354
 Fax: 502-969-7231

To: KENTUCKIANA ELECTRICAL SERVICES, LLC
 165 SALT WELL COURT
 SHEPHERDSVILLE KY 40165-8093
 Attn: Curtis Davis
 Phone: 502-583-8003
 Fax: 1-502-453-0400
 Email: zach.hoben@graybar.com

Date: 07/22/2024
Proj Name: OCPS - CORRIDOR
GB Quote #: 0246601806 Rev-1
 Release Nbr:
 Purchase Order Nbr:
 Additional Ref#
 Valid From: 07/22/2024
 Valid To: 08/21/2024
 Contact: Zach Hoben
 Email: Zach.Hoben@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	19 EA	PINNACLE	F18D A 840MO G			\$969.63	1	\$18,422.97
		ARCHITECTUR	U EE1 1 0 W					

Total in USD (Tax not included): \$18,422.97

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply.

To: KENTUCKIANA ELECTRICAL SERVICES, LLC
165 SALT WELL COURT
SHEPHERDSVILLE KY 40165-8093
Attn: Curtis Davis

Date: 07/22/2024
Proj Name: OCPS - CORRIDOR
GB Quote #: 0246601806 Rev-1

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.
2. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
3. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
4. PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and/or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and/or services appropriately to take into account such increases in Graybar's costs.
5. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
6. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.
7. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
8. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
9. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
10. CANCELLATION; CHANGES FOR SERVICES - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.
11. SOFTWARE AND FIRMWARE - Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.
12. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
13. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
14. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
15. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
16. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
17. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
18. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply.



August 12, 2024

Mr. Dino Sehic
McCulloch Associates Architects
1225 Gavin Place
Louisville, KY 40203

Re: 977 | OCBE | OC Preschool Addition & Renovation | COR- Fire Alarm Changes

Dino,

The cost to make changes to the Fire Alarm System per CMTA comments is as follows:

Fire Alarm Changes Add 7 speaker strobe devices	
KES	\$ 3,566.15
Delta	\$ 1,134.00
Subtotal	\$ 4,700.15
OHP	\$ 352.51
Total	\$ 5,052.66

Please advise if you want to do this work.

Sincerely,

Charles Frith

Charles Frith



Kentuckiana Electrical Services

P.O. Box 19889 Louisville, KY 40259

502.583.8003 Office
502.453.0400 Fax
www.keslou.com

Change Order Detail Summary

Project Name: Oldham County Preschool
 Contract #: 0
 KES Job #: 24-250

Change Order #: 5
 Date: August 6, 2024

A) Labor:						
Classification	Hours		Rate	=		
Journeyman	26.00	x	\$ 83.00	=	\$ 2,158.00	
Apprentice	10.00	x	\$ 58.00	=	\$ 580.00	
J-MAN TH		x	\$107.00	=	\$ -	
App. TH		x	\$ 85.00	=	\$ -	
J-MAN DT		x	\$135.00	=	\$ -	
App. DT		x	\$104.00	=	\$ -	
Other		x		=	\$ -	Total (A) \$ 2,738.00
B) Labor Markup 7.5%						Total (B) \$ 205.35
C) Material						Total (C) \$ 500.23
D) Equipment Rental						
Item	Amount					
						Total (D) \$ -
E) Material & Equipment Rental Markup 7.5 %						Total (E) \$ 37.52
F) Subcontractor						
Vendor	Amount					
Delta Services	\$ 1,134.00					Total (F) \$ 1,134.00
G) Subcontractor Markup 7.5 %						Total (G) \$ 85.05
H) Miscellaneous						
1) Bond/Insurance Costs			\$ -			
2) Fees, Permits, Licenses, Etc.			\$ -			
3) Other			\$ -			
						Total (H) \$ -
Grand Total					\$	4,700.15

Job Name: Fairdale CO's

Job Number: 2133

Extension Name: Base Bid

[Items and ByProducts]

Material Filter: <None>
Report: Suppliers & Price 1/Bid labor by CC

Item #	Item Name	Quantity	Price 1	U	Netpricer	U	Graybar	U	Ext Price 1	U	CCCode	Extended Price
Label Set: Combined, Combined, Combined, Combined, Combined												
CCode: Branch Rough												
1,398	3/4 EMT	200.00	\$140.00	C	\$35.23	C	\$0.00		\$280.00	C	cb	\$500.23
1,587	3/4 EMT CONN S/C	30.00	\$29.26	C	\$0.00		\$0.00		\$8.78	C	db	\$322.80
1,647	3/4 EMT COUPL S/C	20.00	\$31.70	C	\$0.00		\$0.00		\$6.34	C	cb	\$280.00
1,828	3/4 EMT 1 HOLE STP/STL	25.00	\$15.75	C	\$0.00		\$0.00		\$3.94	C	cb	\$63.4
26,018	4/S BOX 2-1/8" DEEP	14.00	\$99.57	C	\$79.14	C	\$0.00		\$13.94	C	cb	\$39.4
26,034	4/S BLANK COVER	7.00	\$140.00	C	\$0.00		\$0.00		\$9.80	C	cb	\$139.4
CCode: Hangers/Anchors												
5,676	10 X 1-1/2 COMB PAN HD TAP SCR	25.00	\$4.73	C	\$0.00		\$0.00		\$1.18	X	ch	\$2.43
5,738	1/4 FLAT STEEL WASHER	25.00	\$5.00	C	\$0.00		\$0.00		\$1.25	X	ch	\$1.18
CCode: Communication/Signal												
28,898	FA HORN/STROBE	7.00	\$0.00	Q	\$0.00		\$0.00		\$0.00	E	mc	\$175.00
28,999	FA 18/4 RED CABLE	210.00	\$405.83	M	\$0.00		\$0.00		\$85.22	M	mc	\$0.00
29,000	FA 14/2 RED CABLE	210.00	\$427.49	M	\$0.00		\$0.00		\$89.77	M	mc	\$85.22
[Items and ByProducts] Total:											\$500.23	\$500.23



DELTA SERVICES

ELECTRICAL COMMUNICATIONS FIRE & SECURITY

Providing Quality Electrical Installations

4676 Jennings Lane

Louisville, KY 40218

08-05-2024

Curtis Davis- KES
P.O Box 19889
Louisville, KY 40259

Oldham Co. Preschool Expansion & Reno- This quotation is for Delta Services LLC. to provide seven additional fire alarm speaker/strobes for the mezzanine as requested by CMTA on the Submittal Review Summary. This is based on Unit Pricing provided on quotation.

7. Provide (7) speaker/strobes in preschool mezzanine.

Unit Price #38- \$162.00 x 7 additional speaker/strobes = \$1,134.00

Mr. Davis,

Please submit our pricing for the above:

Total **\$ 1,134.00 (tax not included)**

Please feel free to contact me with any additional questions

Brian Smith
Delta Services LLC
(502) 500-7239 Mobile
Bsmith@deltaservicesllc.com

Industrial

Commercial

Fire / Safety

Communications

24 Hour Emergency Service

502-491-2202

KY License #CE14878



August 12, 2024

Mr. Dino Sehic
McCulloch Associates Architects
1225 Gavin Place
Louisville, KY 40203

Re: 977 | OCBE | OC Preschool Addition & Renovation | COR- Rework Speakers

Dino,

The cost to Rework Speakers at 43 locations per CMTA review is as follows:

Rework Speakers at 43 locations per CMTA review	
Delta	\$ 7,358.00
KES	\$ 551.85
Subtotal	\$ 7,909.85
OHP	\$ 593.24
Total	\$ 8,503.09

Please advise if you want to do this work.

Sincerely,

Charles Frith

Charles Frith



Kentuckiana Electrical Services

P.O. Box 19889 Louisville, KY 40259

502.583.8003 Office
502.453.0400 Fax
www.keslou.com

Change Order Request

Project Name: Oldham County Preschool
 Contract #: _____
 KES Job #: 24-250

Change Order #: 4
 Date: August 6, 2024

Basis of Change Order

- Error/Omission
- Owner Request
- Value Engineering
- Differing Condition
- Field Resolution
- Other

Proposed Contract Days Changed	
Change Order Total	\$ 7,909.85

Description / Justification (attach additional pages as necessary)

Move and reinstall 43 total speaker locations.

Change Order Acceptance:

Contractor/Construction Manager

Name _____
 Address _____

Signature _____ Date _____

Owner

Name _____
 Address _____

Signature _____ Date _____



Kentuckiana Electrical Services

P.O. Box 19889 Louisville, KY 40259

502.583.8003 Office
502.453.0400 Fax
www.keslou.com

Change Order Detail Summary

Project Name: Oldham County Preschool Change Order #: 4
 Contract #: 0 Date: August 6, 2024
 KES Job #: 24-250

A) Labor:					
Classification	Hours		Rate		
Journeyman		x	\$ 83.00	=	\$ -
Apprentice		x	\$ 58.00	=	\$ -
J-MAN TH		x	\$107.00	=	\$ -
App. TH		x	\$ 85.00	=	\$ -
J-MAN DT		x	\$135.00	=	\$ -
App. DT		x	\$104.00	=	\$ -
Other		x		=	\$ -
				Total (A)	\$ -
B) Labor Markup 7.5%				Total (B)	\$ -
C) Material				Total (C)	
D) Equipment Rental					
Item	Amount				
				Total (D)	\$ -
E) Material & Equipment Rental Markup 7.5 %				Total (E)	\$ -
F) Subcontractor					
Vendor	Amount				
Delta Services	\$ 7,358.00				
				Total (F)	\$ 7,358.00
G) Subcontractor Markup 7.5 %				Total (G)	\$ 551.85
H) Miscellaneous					
1) Bond/Insurance Costs	\$ -				
2) Fees, Permits, Licenses, Etc.	\$ -				
3) Other	\$ -				
				Total (H)	\$ -
Grand Total				\$	7,909.85



4676 Jennings Lane
Louisville, KY 40128
(502)491-2202
(502)491-2995

www.deltaservicesllc.com

Project Reference: OC Preschool Speaker Change Out

Date: 8-6-2024

TO: Curtis Davis

Project Quotation

Scope of Work: Delta Services will swap out speakers at 43 locations. There will be 16 speakers that are completely removed. The speakers will be revised according to the prints that were received from CMTA on 8-5-2024. There are 43 clouded areas that showed rework was needed. This quote does not include adding additional new speakers. We are only reworking what was in the original job count.

Total net selling price \$7,358

Misc. Material \$384

Labor \$6,974

EXCEPTIONS AND/OR CLARIFICATIONS: Delta Services LLC, is not responsible for the design and additional devices may be deemed necessary by the AHJ or NFPA 70 and could result in additional cost. No Power is included in this proposal.

- As a condition of accepting this bid submission, the parties acknowledge that some of the materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the contractor, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, contractor shall provide timely written notice and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment or products between the date of this contract and the time when the job is ready for the installation of the affected material or equipment, the amount of this contract shall be increased to reflect the additional costs to obtain the materials, provided that the contractor gives the owner/general contractor timely written notice and documentation of increased costs.

IF DELTA SERVICES IS AWARDED THIS PROJECT WE WILL NEED THE FOLLOWING: A P.O. or contract will need to be issued with reference this proposal # and amount. Additional work, beyond this scope of work, will require a signed change order prior to installation. Quotation is valid for a period of 60 days ONLY unless modified in writing by Delta Service LLC. All work is to be performed during normal working hours Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise.



4676 Jennings Lane
Louisville, KY 40128
(502)491-2202
(502)491-2995

www.deltaservicesllc.com

Best regards,

Josh Shea

Project Coordinator

Delta Services LLC

4676 Jennings Lane Louisville, KY 40218

Tel: 502-491-2202

Fax: 502-491-2995

Mobile: 502-396-9081

josh@deltaservicesllc.com

TERMS & CONDITIONS OF SALE

The Customer (identified by company name on an invoice, acknowledgement ticket, purchase order, rate sheet or other hard copy or electronic correspondence) agrees and authorizes DELTA SERVICES, LLC, to perform service work, consulting, and provide goods and materials, whether or not described herein (the "Work") under the following Standard Terms and Conditions, which are expressly made a part of the agreement between Customer and DELTA SERVICES (the "Agreement"), without liability for interruption of service, or incidental, special, or consequential damages:

1. **TERMS OF AGREEMENT** -- The Agreement between Customer and DELTA SERVICES shall consist of these terms and conditions and any specifications, drawings, samples, or other written terms and conditions which are specifically incorporated in the Agreement, including any terms and conditions set forth on DELTA SERVICES web site. Any purchase order, acknowledgment ticket, invoice, supplemental agreement, or other instrument of Customer, or acceptance of the goods and services provided hereunder by Customer, shall be construed as an acceptance of this Agreement. Any attempt by Customer to insert or include any different or additional terms and conditions not in conformity with this Agreement shall be null and void. In the event of conflict between this Agreement and other provisions specifically incorporated in writing in the Agreement by DELTA SERVICES, this Agreement shall prevail. The Agreement shall not be modified or altered by any subsequent course of performance between Customer and DELTA SERVICES, and this Agreement shall constitute an express waiver and variance from, amendment to, or modification of, any agreement submitted by Customer DELTA SERVICES. In rendering any service or providing any product hereunder, DELTA SERVICES shall at all times be an independent contractor.
2. **PAYMENT** -- Payment on all orders shall be and is hereby due within thirty (30) days after date of invoice. Interest at the rate of eighteen percent (18%) per annum will be charged on all past due balances. Customer shall be liable for all costs, including reasonable attorney's fees, incurred by DELTA SERVICES in attempting to collect any past due balance.
3. **QUOTATIONS** -- All quotations, if any, are made for prompt acceptance and any term quoted therein is subject to change without notice, unless specifically stated otherwise in the quotation. Prices quoted by DELTA SERVICES and accepted by Customer are subject to escalation, if any, as specified in DELTA SERVICES quotation. All prices are inclusive of any federal, state, or special taxes imposed on the sale or use of goods and services sold.
4. **CANCELLATION** -- Purchase orders once placed can be canceled only with DELTA SERVICES written consent, and then only without loss to DELTA SERVICES, including compensation to DELTA SERVICES for all completed work, work in progress, and work-related special materials, fabrication, assembly, engineering, general and administrative expenses, subcontractor cancellation charges, and normal profits. No products may be returned for credit or adjustment without express written permission from DELTA SERVICES.
5. **MODIFICATIONS** -- DELTA SERVICES reserves the right to change or modify the design and construction of any products or the procedures and methods for any of its services without incurring any obligation to furnish or install such

6. **changes or modifications on products previously or subsequently sold or to use such procedures or methods with respect to services previously or subsequently provided.**
WARRANTY -- (A) Any manufacturers' warranties, if any, shall pass through to Customer to the extent permitted by law, DELTA SERVICES shall use reasonable efforts to assist Customer in making contact with the manufacturer to assert warranty claims. DELTA SERVICES shall incur no other or further obligation to Customer, and nothing herein shall be construed as rendering DELTA SERVICES as an agent of Customer; (B) **THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. CUSTOMER'S SOLE REMEDY IS ADDRESSED IN SECTION 12 AND DELTA SERVICES SOLE OBLIGATION ARISING OUT OF OR IN CONNECTION WITH DEFECTS IN MATERIALS OR WORKMANSHIP OR SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE THOSE STATED IN THIS SECTION.**
7. **TIME OF PERFORMANCE** -- Promises of delivery of products or performance of services are given as accurately as conditions permit and every effort will be made to make deliveries and perform services as scheduled. DELTA SERVICES assumes no liability for damages arising out of failure to deliver material or perform services as scheduled. If Customer requires additional work, inspection or testing, it shall be charged to Customer's account and will be considered as extending the performance dates accordingly.
8. **FAILURE TO DELIVER** -- DELTA SERVICES shall not be liable for failure or delay in delivery services or products due to acts of God, war, civil commotion, labor disputes and strikes, including those involving employees of DELTA SERVICES, fire, flood or other casualty, governmental action, priorities or regulations, lack of ability to obtain satisfactory raw materials, components, supplies, fuel, power or transportation, breakdown of equipment, supplier or sub-contractor delay or any other events or causes beyond DELTA SERVICES control whether or not foreseeable or of similar or dissimilar nature than those enumerated. DELTA SERVICES shall have such additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its production and services among its customers in such manner as it may consider to be equitable. All claims regarding shortages must be made within thirty (30) days from receipt of shipment, and must be accompanied by the packing list(s) and appropriate documents covering the shipment.
9. **TRANSPORTATION COSTS** -- Unless otherwise specified in DELTA SERVICES invoice, Customer shall pay all transportation charges for products of or sold by DELTA SERVICES based on point of shipment or manufacture, insurance charges and charges for stampings, bills of lading, or other documents.
10. **RISK OF LOSS** -- Unless otherwise expressly agreed by DELTA SERVICES in writing, title and risk of loss, injury, or destruction shall pass to Customer at point of origin of the statement. Any such loss, injury, or destruction shall not release Customer from its obligation under the Agreement.



4676 Jennings Lane
 Louisville, KY 40128
 (502)491-2202
 (502)491-2995
www.deltaservicesllc.com

11. CUSTOMER INDEMNIFICATION OF DELTA SERVICES – Customer agrees to indemnify, defend and hold DELTA SERVICES harmless from and against all claims, demands, actions whether civil or administrative, liability, fines, penalties and expense, whether based on warranty, contract, tort, strict liability or otherwise.
12. NONCONFORMING GOODS OR SERVICES – Customer shall notify DELTA SERVICES in writing of any alleged nonconformity of goods and/or services tendered by DELTA SERVICES under this Agreement within ten (10) days after receipt of the goods or services or within five (5) days after the alleged nonconformity could have been reasonably discovered, whichever date shall be the later. Such written notice shall provide a detailed explanation and description of the alleged nonconformity. In the event DELTA SERVICES agrees with Customer's nonconformity assessment(s), DELTA SERVICES shall have the right, at its sole and exclusive option, to cure the improper tender or delivery by correcting the tender or substituting tender of conforming goods and/or services within a reasonable time after receipt of Customer's notice of nonconformity. Customer shall grant DELTA SERVICES reasonable requests for extension of time to cure any improper tender. Customer's failure to provide notice of nonconformity as above-described shall be prima facie evidence of conformity of the goods and services tendered by DELTA SERVICES under the Agreement. Customer shall protect and preserve all allegedly nonconforming goods and shall strictly follow the reasonable instructions of DELTA SERVICES. Customer shall incur only those expenses that are reasonable and necessary in fulfilling its obligation to protect and preserve all allegedly nonconforming goods.
13. LIMITATION OF LIABILITY – The liability of DELTA SERVICES, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of DELTA SERVICES obligations in connection with the design, manufacture, sale, delivery, storage, installation and/or use of the products sold under the Agreement, or the rendition of services hereunder, whether based on warranty, contract, negligence, strict liability or otherwise, shall not exceed, in the aggregate, the net purchase price (excluding taxes and freight) for such products or services, and shall in no event include damages for loss of profits or revenue; loss by reason of plant shut-down;

14. DISPUTE RESOLUTION/VENUE/CONTROLLING LAW – DELTA SERVICES AND CUSTOMER AGREE ALL DISPUTES, CONTROVERSIES, OR CLAIMS REGARDING THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE VALIDITY OF THIS PROVISION, ARBITRABILITY OF THIS AGREEMENT, OR ANY OTHER ISSUE OR MATTER, ARE TO BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION, PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, BY A SINGLE LICENSED ATTORNEY ARBITRATOR, APPOINTED IN ACCORDANCE WITH THOSE RULES AT AND IN JEFFERSON COUNTY, KENTUCKY, AND WHICH ALL COSTS AND EXPENSES OF THE SAME, INCLUDING ATTORNEY FEES, SHALL BE BORNE BY THE NON PREVAILING PARTY. THE LAWS OF THE STATE OF KENTUCKY SHALL IN ALL RESPECTS GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS AGREEMENT.
15. Attorney's Fees. -- In the event it becomes necessary for any Party to bring an action for enforcement of this Agreement, the prevailing Party shall be entitled to all costs and expenses of the same, including attorney's fees, incurred in such enforcement and collection of any sums owed under this Agreement.
16. SEVERABILITY – If any provision of this Agreement is deemed illegal, unenforceable or unconscionable, the remainder of the Agreement shall not be affected thereby.
17. WAIVER – Any waiver of any right or provision of these Terms and Conditions by DELTA SERVICES at any time shall not be construed as a waiver or bar of any such right or provision at any future time, unless expressly stated by DELTA SERVICES in writing.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE

LIMITATION OF LIABILITY, WARRANTY, AND OTHER CONDITIONS ON THE FOLLOWING PAGES.
 This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

<p>Quoted By: Delta Services LLC 4676 Jennings Lane Louisville, KY 40218 (502)719-77814 (502)491-2995 FAX www.deltaservicesllc.com</p> <p>Salesperson:</p>	<p>Accepted BY: _____</p> <p>Title: _____</p> <p>Company: _____</p> <p>Signature: _____</p> <p>PO# _____ Date _____</p>
---	---



Kentuckiana Electrical Services

P.O. Box 19889

Louisville, KY 40259

502.583.8003 Office

502.453.0400 Fax

www.keslou.com

Change Order Request

Project Name: Oldham County Preschool
 Contract #: _____
 KES Job #: 24-250

Change Order #: 4
 Date: August 6, 2024

Basis of Change Order

- | | |
|---|--|
| <input type="checkbox"/> Error/Omission | <input type="checkbox"/> Differing Condition |
| <input checked="" type="checkbox"/> Owner Request | <input type="checkbox"/> Field Resolution |
| <input type="checkbox"/> Value Engineering | <input type="checkbox"/> Other |

Proposed Contract Days Changed	
Change Order Total	\$ 7,909.85

Description / Justification (attach additional pages as necessary)

Move and reinstall 43 total speaker locations.

Change Order Acceptance:

Contractor/Construction Manager

Name _____
 Address _____

Signature _____ Date _____

Owner

Name _____
 Address _____

Signature _____ Date _____



Kentuckiana Electrical Services

P.O. Box 19889 Louisville, KY 40259

502.583.8003 Office
502.453.0400 Fax
www.keslou.com

Change Order Detail Summary

Project Name: Oldham County Preschool Change Order #: 4
 Contract #: 0 Date: August 6, 2024
 KES Job #: 24-250

A) Labor:					
Classification	Hours		Rate		
Journeyman		x	\$ 83.00	=	\$ -
Apprentice		x	\$ 58.00	=	\$ -
J-MAN TH		x	\$107.00	=	\$ -
App. TH		x	\$ 85.00	=	\$ -
J-MAN DT		x	\$135.00	=	\$ -
App. DT		x	\$104.00	=	\$ -
Other		x		=	\$ -
				Total (A)	\$ -
B) Labor Markup 7.5%				Total (B)	\$ -
C) Material				Total (C)	
D) Equipment Rental					
Item	Amount				
				Total (D)	\$ -
E) Material & Equipment Rental Markup 7.5 %				Total (E)	\$ -
F) Subcontractor					
Vendor	Amount				
Delta Services	\$ 7,358.00				
				Total (F)	\$ 7,358.00
G) Subcontractor Markup 7.5 %				Total (G)	\$ 551.85
H) Miscellaneous					
1) Bond/Insurance Costs				\$ -	
2) Fees, Permits, Licenses, Etc.				\$ -	
3) Other				\$ -	
				Total (H)	\$ -
Grand Total				\$	7,909.85



4676 Jennings Lane
Louisville, KY 40128
(502)491-2202
(502)491-2995
www.deltaservicesllc.com

Project Reference: OC Preschool Speaker Change Out
Date: 8-6-2024
TO: Curtis Davis

Project Quotation

Scope of Work: Delta Services will swap out speakers at 43 locations. There will be 16 speakers that are completely removed. The speakers will be revised according to the prints that were received from CMTA on 8-5-2024. There are 43 clouded areas that showed rework was needed. This quote does not include adding additional new speakers. We are only reworking what was in the original job count.

Total net selling price \$7,358
Misc. Material \$384
Labor \$6,974
50 Man Hours @ 139.48

EXCEPTIONS AND/OR CLARIFICATIONS: Delta Services LLC, is not responsible for the design and additional devices may be deemed necessary by the AHJ or NFPA 70 and could result in additional cost. No Power is included in this proposal.

- As a condition of accepting this bid submission, the parties acknowledge that some of the materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the contractor, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, contractor shall provide timely written notice and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment or products between the date of this contract and the time when the job is ready for the installation of the affected material or equipment, the amount of this contract shall be increased to reflect the additional costs to obtain the materials, provided that the contractor gives the owner/general contractor timely written notice and documentation of increased costs.

IF DELTA SERVICES IS AWARDED THIS PROJECT WE WILL NEED THE FOLLOWING: A P.O. or contract will need to be issued with reference this proposal # and amount. Additional work, beyond this scope of work, will require a signed change order prior to installation. Quotation is valid for a period of 60 days ONLY unless modified in writing by Delta Service LLC. All work is to be performed during normal working hours Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise.



4676 Jennings Lane
Louisville, KY 40128
(502)491-2202
(502)491-2995
www.deltaservicesllc.com

Best regards,

Josh Shea

Project Coordinator

Delta Services LLC

4676 Jennings Lane Louisville, KY 40218

Tel: 502-491-2202

Fax: 502-491-2995

Mobile: 502-396-9081

josh@deltaservicesllc.com

TERMS & CONDITIONS OF SALE

The Customer (identified by company name on an invoice, acknowledgement ticket, purchase order, rate sheet or other hard copy or electronic correspondence) agrees and authorizes DELTA SERVICES, LLC, to perform service work, consulting, and provide goods and materials, whether or not described herein (the "Work") under the following Standard Terms and Conditions, which are expressly made a part of the agreement between Customer and DELTA SERVICES (the "Agreement"), without liability for interruption of service, or incidental, special, or consequential damages:

1. **TERMS OF AGREEMENT** -- The Agreement between Customer and DELTA SERVICES shall consist of these terms and conditions and any specifications, drawings, samples, or other written terms and conditions which are specifically incorporated in the Agreement, including any terms and conditions set forth on DELTA SERVICES web site. Any purchase order, acknowledgment ticket, invoice, supplemental agreement, or other instrument of Customer, or acceptance of the goods and services provided hereunder by Customer, shall be construed as an acceptance of this Agreement. Any attempt by Customer to insert or include any different or additional terms and conditions not in conformity with this Agreement shall be null and void. In the event of conflict between this Agreement and other provisions specifically incorporated in writing in the Agreement by DELTA SERVICES, this Agreement shall prevail. The Agreement shall not be modified or altered by any subsequent course of performance between Customer and DELTA SERVICES, and this Agreement shall constitute an express waiver and variance from, amendment to, or modification of, any agreement submitted by Customer DELTA SERVICES. In rendering any service or providing any product hereunder, DELTA SERVICES shall at all times be an independent contractor.
2. **PAYMENT** -- Payment on all orders shall be and is hereby due within thirty (30) days after date of invoice. Interest at the rate of eighteen percent (18%) per annum will be charged on all past due balances. Customer shall be liable for all costs, including reasonable attorney's fees, incurred by DELTA SERVICES in attempting to collect any past due balance.
3. **QUOTATIONS** -- All quotations, if any, are made for prompt acceptance and any term quoted therein is subject to change without notice, unless specifically stated otherwise in the quotation. Prices quoted by DELTA SERVICES and accepted by Customer are subject to escalation, if any, as specified in DELTA SERVICES quotation. All prices are inclusive of any federal, state, or special taxes imposed on the sale or use of goods and services sold.
4. **CANCELLATION** -- Purchase orders once placed can be cancelled only with DELTA SERVICES written consent, and then only without loss to DELTA SERVICES, including compensation to DELTA SERVICES for all completed work, work in progress, and work-related special materials, fabrication, assembly, engineering, general and administrative expenses, subcontractor cancellation charges, and normal profits. No products may be returned for credit or adjustment without express written permission from DELTA SERVICES.
5. **MODIFICATIONS** -- DELTA SERVICES reserves the right to change or modify the design and construction of any products or the procedures and methods for any of its services without incurring any obligation to furnish or install such changes or modifications on products previously or subsequently sold or to use such procedures or methods with respect to services previously or subsequently provided.
6. **WARRANTY** -- (A) Any manufacturers' warranties, if any, shall pass through to Customer to the extent permitted by law, DELTA SERVICES shall use reasonable efforts to assist Customer in making contact with the manufacturer to assert warranty claims. DELTA SERVICES shall incur no other or further obligation to Customer, and nothing herein shall be construed as rendering DELTA SERVICES as an agent of Customer; (B) THE EXPRESS WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY. CUSTOMER'S SOLE REMEDY IS ADDRESSED IN SECTION 12 AND DELTA SERVICES SOLE OBLIGATION ARISING OUT OF OR IN CONNECTION WITH DEFECTS IN MATERIALS OR WORKMANSHIP OR SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE THOSE STATED IN THIS SECTION.
7. **TIME OF PERFORMANCE** -- Promises of delivery of products or performance of services are given as accurately as conditions permit and every effort will be made to make deliveries and perform services as scheduled. DELTA SERVICES assumes no liability for damages arising out of failure to deliver material or perform services as scheduled. If Customer requires additional work, inspection or testing, it shall be charged to Customer's account and will be considered as extending the performance dates accordingly.
8. **FAILURE TO DELIVER** -- DELTA SERVICES shall not be liable for failure or delay in delivery services or products due to acts of God, war, civil commotion, labor disputes and strikes, including those involving employees of DELTA SERVICES, fire, flood or other casualty, governmental action, priorities or regulations, lack of ability to obtain satisfactory raw materials, components, supplies, fuel, power or transportation, breakdown of equipment, supplier or sub-contractor delay or any other events or causes beyond DELTA SERVICES control whether or not foreseeable or of similar or dissimilar nature than those enumerated, DELTA SERVICES shall have such additional time within which to perform as may be reasonably necessary under the circumstances and shall have the right to apportion its production and services among its customers in such manner as it may consider to be equitable. All claims regarding shortages must be made within thirty (30) days from receipt of shipment, and must be accompanied by the packing list(s) and appropriate documents covering the shipment.
9. **TRANSPORTATION COSTS** -- Unless otherwise specified in DELTA SERVICES invoice, Customer shall pay all transportation charges for products of or sold by DELTA SERVICES based on point of shipment or manufacture, insurance charges and charges for stampings, bills of lading, or other documents.
10. **RISK OF LOSS** -- Unless otherwise expressly agreed by DELTA SERVICES in writing, title and risk of loss, injury, or destruction shall pass to Customer at point of origin of the statement. Any such loss, injury, or destruction shall not release Customer from its obligation under the Agreement.



4676 Jennings Lane
 Louisville, KY 40128
 (502)491-2202
 (502)491-2995
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11. CUSTOMER INDEMNIFICATION OF DELTA SERVICES – Customer agrees to indemnify, defend and hold DELTA SERVICES harmless from and against all claims, demands, actions whether civil or administrative, liability, fines, penalties and expense, whether based on warranty, contract, tort, strict liability or otherwise.
12. NONCONFORMING GOODS OR SERVICES – Customer shall notify DELTA SERVICES in writing of any alleged nonconformity of goods and/or services tendered by DELTA SERVICES under this Agreement within ten (10) days after receipt of the goods or services or within five (5) days after the alleged nonconformity could have been reasonably discovered, whichever date shall be the later. Such written notice shall provide a detailed explanation and description of the alleged nonconformity. In the event DELTA SERVICES agrees with Customer's nonconformity assessment(s), DELTA SERVICES shall have the right, at its sole and exclusive option, to cure the improper tender or delivery by correcting the tender or substituting tender of conforming goods and/or services within a reasonable time after receipt of Customer's notice of nonconformity. Customer shall grant DELTA SERVICES reasonable requests for extension of time to cure any improper tender. Customer's failure to provide notice of nonconformity as above-described shall be prima facie evidence of conformity of the goods and services tendered by DELTA SERVICES under the Agreement. Customer shall protect and preserve all allegedly nonconforming goods and shall strictly follow the reasonable instructions of DELTA SERVICES. Customer shall incur only those expenses that are reasonable and necessary in fulfilling its obligation to protect and preserve all allegedly nonconforming goods.
13. LIMITATION OF LIABILITY – The liability of DELTA SERVICES, its agents, employees, subcontractors and suppliers with respect to any and all claims arising out of the performance or non-performance of DELTA SERVICES obligations in connection with the design, manufacture, sale, delivery, storage, installation and/or use of the products sold under the Agreement, or the rendition of services hereunder, whether based on warranty, contract, negligence, strict liability or otherwise, shall not exceed, in the aggregate, the net purchase price (excluding taxes and freight) for such products or services, and shall in no event include damages for loss of profits or revenue, loss by reason of plant shut-down;

14. DISPUTE RESOLUTION/VENUE/CONTROLLING LAW – DELTA SERVICES AND CUSTOMER AGREE ALL DISPUTES, CONTROVERSIES, OR CLAIMS REGARDING THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE VALIDITY OF THIS PROVISION, ARBITRABILITY OF THIS AGREEMENT, OR ANY OTHER ISSUE OR MATTER, ARE TO BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION, PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, BY A SINGLE LICENSED ATTORNEY ARBITRATOR, APPOINTED IN ACCORDANCE WITH THOSE RULES AT AND IN JEFFERSON COUNTY, KENTUCKY, AND WHICH ALL COSTS AND EXPENSES OF THE SAME, INCLUDING ATTORNEY FEES, SHALL BE BORNE BY THE NON PREVAILING PARTY. THE LAWS OF THE STATE OF KENTUCKY SHALL IN ALL RESPECTS GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT, AND INTERPRETATION OF THIS AGREEMENT.
15. Attorney's Fees. – In the event it becomes necessary for any Party to bring an action for enforcement of this Agreement, the prevailing Party shall be entitled to all costs and expenses of the same, including attorney's fees, incurred in such enforcement and collection of any sums owed under this Agreement.
16. SEVERABILITY – If any provision of this Agreement is deemed illegal, unenforceable or unconscionable, the remainder of the Agreement shall not be affected thereby.
17. WAIVER – Any waiver of any right or provision of these Terms and Conditions by DELTA SERVICES at any time shall not be construed as a waiver or bar of any such right or provision at any future time, unless expressly stated by DELTA SERVICES in writing.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, AND OTHER CONDITIONS ON THE FOLLOWING PAGES.**
 This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

<p>Quoted By: Delta Services LLC 4676 Jennings Lane Louisville, KY 40218 (502)719-77814 (502)491-2995 FAX www.deltaservicesllc.com</p> <p>Salesperson: _____</p>	<p>Accepted BY: _____ Title: _____ Company: _____ Signature: _____ PO# _____ Date _____</p>
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