

**OLDHAM COUNTY BOARD OF EDUCATION**

**CONCERN**

Consider Approval of Change Order #5 for the SOMS portion of the Career Tech Renovation and Addition @ OCMS & SOMS project.

**DISCUSSION**

Change Order #5 (attached) proposes additional cost of \$10,431.00 for providing access controls for the SOMS portion of the Career Tech Renovation and Addition @ OCMS & SOMS project.

**RECOMMENDATION**

Studio Kremer Architects and Brent Bohannon, Director of Facilities Management, recommend approval of Change Order #5 in the amount of \$10,431.00 to EH Construction. LLC Contract.

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On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the Board approved Change Order #5 for the SOMS portion of the Career Tech Renovation and Addition @ OCMS & SOMS project in the additional cost amount of \$10,431.00 for submission to the Kentucky Department of Education, District Facilities Branch, Division of District Support and hereby authorize the Director of Facilities Management to execute the necessary documentation. ( , )

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*Suzanne Hundley, Board Chair*

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*Dr. Jason Radford, Superintendent/Secretary*



# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> South Oldham Middle School Career Tech. Addition and CSES Casework Installation 4305 Brown Blvd., Crestwood KY	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: November 21, 2023	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 005  Date: October 1, 2024
<b>OWNER:</b> <i>(Name and address)</i> Oldham County Board of Education 6165 W. Highway 146 Crestwood, KY 40014	<b>ARCHITECT:</b> <i>(Name and address)</i> Studio Kremer Architects 1231 S Shelby Street Louisville, KY 40203	<b>CONTRACTOR:</b> <i>(Name and address)</i> EH Construction LLC PO Box 910 Brooks, KY 40109

**THE CONTRACT IS CHANGED AS FOLLOWS:**

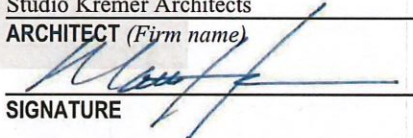
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*


**COR-10:** Provide access controls from Delta Services - - ADD of \$10,431.00

The original Contract Sum was	\$	<u>1,450,000.00</u>
The net change by previously authorized Change Orders	\$	<u>25,821.00</u>
The Contract Sum prior to this Change Order was	\$	<u>1,475,821.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>10,431.00</u>
The new Contract Sum including this Change Order will be	\$	<u>1,486,252.00</u>
The Contract Time will be unchanged by Zero (0) days.		
The new date of Substantial Completion will be		

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Studio Kremer Architects  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**  
 Matthew Harris, AIA, Architect | Partner  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**  
 01 October 2024  
 \_\_\_\_\_  
**DATE**

EH Construction LLC  
**CONTRACTOR** *(Firm name)*  
  
**SIGNATURE**  
 Heath Alford, Project Manager  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**  
 Oct. 1 - 2024  
 \_\_\_\_\_  
**DATE**

Oldham County Schools  
**OWNER** *(Firm name)*  
 \_\_\_\_\_  
**SIGNATURE**  
 Brent Bohannon, AIA, Director of  
 Facilities  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**  
 \_\_\_\_\_  
**DATE**

October 1, 2024

**SOUTH OLDHAM MIDDLE SCHOOL**

Career Technology Addition and CSES Casework Installation

ska# 2023-09.2 | BG# 23-361 | AHJ No: 2311-002005

**Change Order #05**

**\$10,431.00**

COR No. (GC)	RFP No. (ska)	RFP Date	Description	approved amount
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COR 10	-	-	Provide access controls from Delta Services	\$10,431.00
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**TOTAL \$10,431.00**

**KDE breakdown**

COR No.	labor	materials	OH & P	bond / insurance	approved amount
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COR 10	\$4,080.00	\$4,990.00	\$1,361.00	\$0.00	\$10,431.00
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<b>TOTALS</b>	<b>\$4,080.00</b>	<b>\$4,990.00</b>	<b>\$1,361.00</b>	<b>\$0.00</b>	<b>\$10,431.00</b>
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<b>% of Total CO Amount</b>	<b>39.1%</b>	<b>47.8%</b>	<b>13.0%</b>	<b>0.0%</b>	<b>100.0%</b>
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# FACPAC Contract Change Order Supplemental Information Form (Ref# 60910)

Form Status: [Saved](#)

## Tier 2 Project: [OCMS & SOMS - Career Tech Renovations & Additions](#)

BG Number: 23-361

District: Oldham County (HB678) (465)

Status: [Active](#)

Phase: Project Initiation ([View Checklist](#))

## Contract: [EH Construction, LLC, 0002, SOMS Locally Identified Career Tech Addition](#)

Type: General Contractor

Proposed

Change Order Number	5
Time Extension Required	No
Date Of Change Order	10/1/2024
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	\$132,487.30
Net Approved COs	\$59,920.00
Remaining After Approved COs	\$72,567.30
Net All COs	\$70,351.00
Remaining After All COs	\$62,136.30

This Requested Change Order Amount +/-	\$10,431.00
Change In A/E Fee This Change Order +/-	\$0.00
Change In CM Fee This Change Order +/-	\$0.00
Remaining Construction Contingency Balance	\$62,136.30

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

Contract Change Requested By	Construction Manager
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Contract Change Reason Code	Expansion of Scope
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Change Order Description And Justification

COR-10: Provide access controls from Delta Services - - ADD of \$10,431.00

Cost Benefit To Owner

Work can be performed with trades already on-site.

Contract unit prices have been utilized to support the cost associated with this change order.	No
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# 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	\$4,080.00	39.11%
Materials	\$4,990.00	47.84%
Profit and Overhead	\$1,361.00	13.05%
Bond Insurance		0.00%
<b>Cost Breakdown Total:</b>		<b>\$10,431.00</b>

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

## Change Order Supplemental Information Form Signature Page (Online Form Ref# 60910)

studio kremer architects



10-01-2024

Architect

Date

**N / A**

Construction Manager

Date

Finance Officer

Date

Local Board of Education Designee

Date

E H Construction, LLC

Change Order Request #10

September 16, 2024

**RECEIVED**  
09.16.2024

Studio Kremer Architects  
1231 S Shelby Street  
Louisville KY 40205

Attn: Matt Harris

From: EH Construction, LLC

Re: South Oldham Middle school career tech addition

Provide access controls, material and equipment from Delta Services.

	Material	Labor	Total
Delta thru KES	\$4990.00	\$4080.00	\$9070.00
KES 5% markup	\$249.50	\$204.00	\$453.50
EH 10% OH&P	\$499.00	\$408.00	\$907.00
			\$10,430.50

Total requested add Change order is: \$10,430.50 → **\$10,431.00** ✓

Sincerely,

Heath Alford – EH Construction







## Change Order Detail Summary

Project Name: South Oldham Middle School      Change Order #: 3  
 Contract #: 0      Date: June 14th, 2024  
 KES Job #: 23-594

A) Labor:					
<b>Classification</b>	<b>Hours</b>		<b>Rate</b>		
Journeyman	0.00	x	\$ 89.00	=	\$ -
Apprentice	0.00	x	\$ 63.00	=	\$ -
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 5%					Total (B) \$ -
C) Material					Total (C) \$ -
D) Equipment Rental					
<b>Item</b>	<b>Amount</b>				
					Total (D) \$ -
E) Material & Equipment Rental Markup 5 %					Total (E) \$ -
F) Subcontractor					
<b>Vendor</b>	<b>Amount</b>				
Delta Services	\$ 9,070.00				Total (F) \$ 9,070.00
G) Subcontractor Markup 5 %					Total (G) \$ 453.50
H) Miscellaneous					
1) Bond/Insurance Costs			\$ -		
2) Fees, Permits, Licenses, Etc.			\$ -		
3) Other			\$ -		
					Total (H) \$ -
<b>Grand Total</b>					<b>\$ 9,523.50</b>



Project Reference: South Oldham Middle Career Technology Addition Access Control

Date: 5/21/24

TO: KES

Attn: Curtis Davis

**ACCESS CONTROL-** Delta Services LLC. will provide, install, program and test the access control adds for two sets of doors for the new addition, per the provided drawings. These will match and tie into the existing school system. This includes the disconnecting and removal of the access equipment on the double door as indicated on the drawings. This is based on providing a new power supply, controller equipment, readers, terminations and programming for the new door locations. This is based on the electrified door hardware being provided and installed by others (transfer hinges, door position switches, and exit bars with latch retraction.) (**Genetec System**)

**TOTAL PRICE (tax not included): \$9,070.00**

Labor: \$4080

Material: \$4990

**THIS QUOTATION INCLUDES:**

Items as listed above, freight (F.O.B. shipping point), cabling, secondary j-hook pathways, installation, testing, shop drawings, pre and post-test, and one-year standard warranty.

**QUOTATION DOES NOT INCLUDE:**

Sales tax, installation of primary raceway, rough-ins, terminal cabinets, standard electric boxes, cutting, patching, grounding, fire caulking, fire watch, painting, 120vac power with a circuit breaker lock, troubleshooting of wiring issues including ground faults, shorts, cross polarity, or incorrect wiring on the part of the electrical contractor, locating duct detectors and pressure differential testing or balancing of duct detectors, interface to non-Delta Services provided equipment i.e.: HVAC and elevator, BIM Modeling, and cost for CAD files

**ITEMS REQUIRED THAT ARE TO BE PROVIDED BY OTHERS:**

Project CAD files and any cost associated, and lifts for access above 12ft.

Additional work, beyond this scope of work, will require a signed change order prior to installation. Incorrect installation of conduit or back boxes is solely the responsibility of the contractor. No firewatch or security guard services for any down/non-functional systems are included in this quotation. Unless system pretesting was specified or requested, Delta shall not be liable for the functionality of existing systems. Troubleshooting, service calls, Re-support, or re-installation of existing cable or devices for systems listed below due to damage by any other trade during the construction process shall be billable to electrical contractor. Cellular service/IP Communication for digital alarm communicators is provided by other carriers/ISPs and Delta shall not be held responsible for signal loss or interruption due to cell/network outages provided by others. All work is to be performed during normal working hours Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise.

**Quotation is valid for a period of 15 days ONLY unless modified in writing by Delta Service LLC.**



**NOTICE:** THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Delta Services LLC will use its best efforts to staff and supply this project to be able to hit the scheduled completion date but reserves its right to seek an excusable extension of time if Delta Services LLC or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed [Contract/Subcontract], we intend to seek additional costs associated with the suspension. 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.

Best regards,

**Brian Smith**

Integrated Systems Sales

Delta Services LLC | 4676 Jennings Lane Louisville, KY 40218

Tel: 502-719-7799 | Mobile: 502-500-7239

[bsmith@deltaservicesllc.com](mailto:bsmith@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 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

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.
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; increased expense of operation of plant or equipment; increased cost of purchasing or providing equipment, materials, supplies or services; cost of replacement power or capital; claims of Customer's customers; inventory or use charges; or incidental or consequential damages of any nature.
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><b>Quoted By:</b>                  Delta Services LLC                  4676 Jennings Lane                  Louisville, KY 40218                  (502)491-2202   (502)491-2995 FAX                  www.deltaservicesllc.com</p> <p><b>Salesperson:</b>                  Brian Smith (502)500-7239                  bsmith@deltaservicesllc.com</p>	<p>Accepted BY: _____                  Title: _____</p> <p>Company: _____</p> <p>Signature: _____</p> <p>PO# _____ Date _____</p>
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