



DANNY CLEMENS, DIRECTOR
TRACY PARSLEY, MAINTENANCE SUPERVISOR
THOMAS STOKES, CUSTODIAL SUPERVISOR
GEORGE BROCK, ENERGY MANAGER

DEPARTMENT OF FACILITIES

MEMO

TO: Dr. Jesse Bacon, Superintendent
FROM: Danny Clemens, Director of Facilities
Date: February 6, 2025
RE: BCPS Life Safety Upgrades: Change Order for BP #2 **DC**

Per CMTA Mechanical Engineer - Additional data drop rack space is required to support the audio enhancement district intercom project. This additional data rack is being added at Mount Washington Middle School.

I recommend approval of this request.

Attached paperwork is listed below with action items noted for each:

- AIA Document G701-2017 (Signature)
- KES Change Order Request (Signature pg 1)

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BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address) Bullitt County Public Schools Fire Alarm and Intercom Replacement Bid Package 2 Shepherdsville, KY	CONTRACT INFORMATION: Contract For: General Construction Date: July 29, 2024	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: January 29, 2025
OWNER: (Name and address) Bullitt County Public Schools 1040 Hwy 44 East Shepherdsville, KY 40165	ARCHITECT: (Name and address) CMTA, Inc. 10411 Meeting Street Prospect, KY 40059	CONTRACTOR: (Name and address) Kentuckiana Electrical Services P.O. BOX 19889 Louisville, KY 40259

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.)

Add two post rack to mount Washington Middle for Audio Enhancement

The original Contract Sum was	\$	435,000.00
The net change by previously authorized Change Orders	\$	4,997.70
The Contract Sum prior to this Change Order was	\$	439,997.70
The Contract Sum will be increased by this Change Order in the amount of	\$	1,003.08
The new Contract Sum including this Change Order will be	\$	441,000.78
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.

CMTA, Inc. ARCHITECT (Firm name) Ryan Harvey SIGNATURE Ryan Harvey - Electrical Engineer PRINTED NAME AND TITLE 2025-01-29 DATE	Kentuckiana Electrical Services CONTRACTOR (Firm name) [Signature] SIGNATURE Curtis Davis Project Manager PRINTED NAME AND TITLE 1/29/2025 DATE	Bullitt County Public Schools OWNER (Firm name) [Signature] SIGNATURE [Signature] PRINTED NAME AND TITLE DATE
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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: **BCPS Fire and Intercom Upgrades**
Contract #:
KES Job #: **24-551**

Change Order #: **3**
Date: **January 15th, 2025**

Basis of Change Order

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

Proposed Contract Days Changed	0
Change Order Total	\$ 1,003.08

Description / Justification (attach additional pages as necessary)

Adding Two post rack and wire management in IDF at Mount Washington Middle School. Need additional rack space to allow the termination of all the audio enhancement cabling.

Change Order Acceptance:

Contractor/Construction Manager

Name _____
Address _____

Signature _____ Date _____

Owner

Name _____
Address _____

Signature _____ Date _____



Project Name: <u>BCPS Fire and Intercom Upgrades</u>	Change Order #: <u>3</u>
Contract #: <u>0</u>	Date: <u>January 15th, 2025</u>
KES Job #: <u>24-551</u>	

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		=	\$ -

[illegible]

Vendor	Amount
872.24	Delta

1) Bond/Insurance Costs	\$ -
2) Fees, Permits, Licenses, Etc.	\$ -
3) Other	\$ -

Grand Total	\$	1,003.08
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4676 Jennings Lane

Louisville, KY 40218

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January 15, 2025

Curtis Davis
KES

RE: MWMS new 2 post rack

Dear Curtis,

Delta Services is pleased to offer a quote for the installation of a single Panduit 2-post rack & vertical wire management in the IDF at Mount Washington Middle School.

Please review Scope of Work:

Scope of Work

- Delta Services will provide & install (1) Panduit R2P two post rack.
- Delta Services will provide & install (1) Panduit WMPVHCF45E vertical wire management.

*** Quotation is valid for a period of 30 days unless modified in writing by Delta Services LLC

Total Price \$ 872.24

If you have any questions, please feel free to contact me at (502) 376-0995

Chad Ferrill
Delta Services
(502) 376-0995
Cferrill@deltaservicesllc.com

- 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

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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.

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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 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.
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.

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,

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