



# AIA® Document G701® – 2017

## Change Order

PROJECT: (Name and address)	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Chapman Career Center - Tech Upgrades 2500 Madison Ave. Covington, KY 41014	Contract For: General Construction Date: August 16, 2024	Change Order Number: 003 Date: December 16, 2025
OWNER: (Name and address)	ARCHITECT: (Name and address)	CONTRACTOR: (Name and address)
Covington Independent Board of Education 25 East Seventh Street Covington, KY 41011	Emboss Design, PSC 906 Monmouth Street Newport, KY 41071	Schrudde & Zimmerman, Inc. 1671 Park Road, Suite No. 11 Ft. Wright, KY 41011

**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.)*

**Item 03-01 (CR#11)**

Provide a factory low-ambient temperature kit on the existing Daikin AGZ chiller. Requested by Engineer.

Cost Benefit to Owner: Required to enable the existing chiller to operate at lower outdoor air temperatures, when the building is being heated and yet cooling is required in a space.

**ADD: \$26,092.00**

The original Contract Sum was	\$ 4,688,788.66
The net change by previously authorized Change Orders	\$ 109,129.00
The Contract Sum prior to this Change Order was	\$ 4,797,917.66
The Contract Sum will be increased by this Change Order in the amount of	\$ 26,092.00
The new Contract Sum including this Change Order will be	\$ 4,824,009.66

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be August 11, 2026

**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.**



Mark Perry

ARCHITECT (Signature)

BY: Mark Perry, Sr. Project Manager

(Printed name, title, and license number if required)

12/17/2025

Date



Sherry Seger

CONTRACTOR (Signature)

BY: Sherry Seger, Project Manager

(Printed name and title)

12/17/2025

Date

OWNER (Signature)

(Printed name and title)

Date

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Schrudde & Zimmerman  
inc.

GENERAL CONTRACTORS

TELEPHONE (859) 331-3160

1671 PARK ROAD  
SUITE 11  
FT. WRIGHT, KENTUCKY 41011

July 12, 2025

EMBOSS DESIGN  
Attention: Mark Perry  
906 Monmouth Street  
Newport, KY 41071

Re: **CHAPMAN VOCATIONAL TECH UPGRADES**  
Change Request #11 – Chiller Low Ambient Upgrade

Dear Mark,

Per CMTA, the following is the cost to install a factory low-ambient kit on the existing Daikin AGZ chiller at Holmes:

Elitaire	\$23,986.00
5% OH/Profit	\$1,199.00
3.6% Bond & Insurance	<u>\$907.00</u>
<b>Total Proposal</b>	<b>\$26,092.00</b>

**Time Extension: 4 weeks**

Respectfully Submitted,

*Sherry Seger*

Schrudde & Zimmerman, Inc.



**Schrudde & Zimmerman**

*Covington Schools*  
**AGZ Chiller Low Ambient Upgrade**

*Proposed Project Agreement*

**Date:**  
11/26/2025

**Proposal Number:**  
CHSR112625B

**Prepared for:**  
Schrudde & Zimmerman  
1671 Park Road, Suite No. 11  
Ft. Wright, KY 41011

**Prepared by:**  
Chris Hall  
513-869-9679  
chall@elitaire.com

## PROJECT PROPOSAL

**Company**

ElitAire LLC  
4280 Glendale-Milford Road  
Blue Ash, Ohio 45242  
Ph:

**Bill To Identity**

Schrudde & Zimmerman  
1671 Park Road, Suite No. 11  
Ft. Wright, KY 41011  
Sherry Seger

Proposal Date: 11/26/2025

Proposal Number: CHSR112625B

**Agreement Location**

Schrudde & Zimmerman  
1671 Park Road, Suite No. 11  
Ft. Wright, KY 41011  
Sherry Seger

**WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:****Scope of Work**

- Work to be performed on Daikin chiller
  - M - AGZ150E
  - S - STNU161100021
- De-energize unit and perform LOTO
- Access control panel and disconnect incoming line voltage supply from internal breaker
- Reconfigure components in factory control panel for space needed to install all low-ambient kit components
- Install Daikin factory supplied low-ambient 460v fan control kit
  - Supply and install all mounting hardware in control panel
  - Supply and install low ambient fan control kit w/ VFDs
  - Supply and Install control cabinet high-heat exhaust kit
  - Supply and Install panel strip heater
- Supply and install all line voltage wiring to new components and complete terminations
- Supply and install all control wiring to new components and complete terminations
- Update software and firmware in MTIII controller
- Perform factory programming on MTIII controller for new components
- Perform setup and commission MTIII controller for low-ambient operation
- Startup chiller and verify operation
- Follow up with customer when installation is complete

**Notes/Exclusions:**

- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs outside of scope above to be quoted separately
- Any materials needed for repairs will need to be quoted separately

**Price and Acceptance**

OUR PRICE FOR THIS PROPOSAL IS .....\$23,986.00

TERMS OF PAYMENT: Billed in full upon completion.  
This proposal will be honored by ElitAire for 30 days.

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Contractor**

Signature (Authorized Representative)

Chris Hall

Name (Print/ Type)

Phone

11/26/2025

CHSR112625B

Date

Proposal #

**Customer**

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

## **Project Agreement Terms and Conditions**

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1. This Standard Service Proposal or Maintenance Agreement (hereinafter sometimes referenced as "Agreement"), upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by ElitAire. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of ElitAire.
2. This Maintenance Agreement or Standard Service Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote, unless specified otherwise. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Maintenance Agreement or Standard Service Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of ElitAire's credit department. Terms of payment are net due upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, ElitAire may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. ElitAire Applied reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Daikin Applied including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. In the event that ElitAire determines, during the first thirty (30) days of any Maintenance Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, ElitAire shall inform Customer of the equipment condition and remedy. ElitAire shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
5. Any Maintenance Agreement price is subject to adjustment once each calendar year, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in the Maintenance Agreement, the customer shall receive forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the Maintenance Agreement or set forth in the notice of adjustment.
6. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date hereof; provided however, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by ElitAire upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this Agreement are not paid when due or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without ElitAire's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by ElitAire, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less. Notices required hereunder shall be sent via Certified U.S. Mail, Return Receipt Requested and provided that such notice is postmarked by the required date, such notice shall be deemed properly given.
7. Unless Customer provides appropriate documentation of tax exemption, Customer shall pay ElitAire, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which ElitAire is required to pay in connection with the services or materials furnished hereunder. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, ElitAire may stop all work under this Agreement or terminate this Agreement as provided in the next paragraph.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, ElitAire shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The contract price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay ElitAire any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.

10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless ElitAire and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. ElitAire shall have the right to suspend its work at no penalty to ElitAire until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. ElitAire reserves the right to engage others in a subcontractor status to perform the work hereunder.
11. Customer agrees to provide ElitAire personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customer agrees to ensure that sufficient service access space is provided. ElitAire shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of ElitAire.
12. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of ElitAire.
13. In the event that ElitAire is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond ElitAire's control, Customer shall pay ElitAire for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established ElitAire rates for performing such services.
14. ElitAire shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment included in this Proposal become temporarily or permanently unavailable for reasons beyond the control of ElitAire. ElitAire shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
15. ElitAire shall not in any event be liable to the Customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of production, loss of use or loss of profits or revenue arising from any cause whatsoever including, but not limited to any delay, act, error or omission of ElitAire. In no event will ElitAire's liability for direct or compensatory damages exceed the payment received by ElitAire from customer under the instant agreement.
16. ElitAire extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed, unless a longer duration is expressly stated elsewhere in this Agreement. ElitAire expressly limits its warranty on Customer's Equipment to cover only that portion of Equipment which had specific Services done by ElitAire. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
17. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
18. This Agreement shall be binding upon and inure to the benefit of each party's respective successors, assigns and affiliates. This Agreement is governed by and construed in accordance with the laws of the State of Ohio.