

DEPARTMENT OF FACILITIES

THOMAS STOKES, DIRECTOR
TRACY PARSLEY, MAINTENANCE SUPERVISOR
BOBBIE CASTLEMAN, CUSTODIAL SUPERVISOR
GEORGE BROCK, ENERGY MANAGER

MEMORANDUM

TO: Dr. Jesse Bacon, Superintendent

FROM: Thomas Stokes, Director of Facilities

DATE: March 16, 2026

RE: BCHS PSC - BG 25-145 - BP 3 - Technology Change Order 01 - Projection Screen Credit

Omit the material and labor for a Projector AV Input, plate and control panel per BCPS Technology direction. BCPS Technology will self-perform.

I recommend approval of this request.

Bullitt **Central** Physical Science Center – Technology Package with Delta - Attached paperwork is listed below with *action items* noted for each:

- G701 - Change Order 01 - Delta- BC PSC RFP#1 - Projection Screen Credit - *for Board Signature*
- BP3 - BCHS PSC - FACPAC - Change Order 01 - Projection Screen Credit - *for Board Signature*
 - *Delta- BC PSC RFP#1 – For Board Reference, no action required.*

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> BCPS Phase III Athletics - Bid Package No. 3 - Technology - Bullitt CENTRAL PSC 1330 KY-44 Shepherdsville, KY 40165	CONTRACT INFORMATION: Contract For: Bullitt Central PSC TECHNOLOGY Bid Package Date: 06-09-2025	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 03-23-2026
OWNER: <i>(Name and address)</i> Bullitt County Public Schools Board of Education 1040 Hwy 44 East Shepherdsville, KY 40165	ARCHITECT: <i>(Name and address)</i> Studio Kremer Architecture, Inc. 1231 South Shelby Street Louisville, KY 40203	CONTRACTOR: <i>(Name and address)</i> Delta Services, LLC 4676 Jennings Lane Louisville, KY 40218

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.)

Credit for omission of projector screen work.

The original Contract Sum was	\$ 175,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 175,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 825.00
The new Contract Sum including this Change Order will be	\$ 174,175.00

The Contract Time will be unchanged by () 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.

 ARCHITECT <i>(Signature)</i>	 CONTRACTOR <i>(Signature)</i>	_____ OWNER <i>(Signature)</i>
BY: Catherine Noble Ward, AIA <i>(Printed name, title, and license number if required)</i>	Brian D. Smith Sales Rep <i>(Printed name and title)</i>	BY: Dr. Jesse Bacon, Superintendent <i>(Printed name and title)</i>
3-16-2026 Date	3/16/2026 Date	_____ Date

FACPAC Contract Change Order Supplemental Information Form (Ref# 64575)

Form Status: Saved

Tier 1 Project: Phase 3 Athletics - BCHS and BEHS Field Houses
BG Number: 25-145 District: Bullitt County (HB678) (071)
Status: Active Phase: Project Initiation (View Checklist)

Contract: Delta Services, LLC, 0005, BP3 - Bullitt Central Physical Science Center -
Technology
Type: General Contractor Proposed

Change Order Number BP3 - 001
Time Extension Required No
Date Of Change Order 3/23/2026
Change Order Amount To Date Decrease

Construction Contingency

Calculations below are project wide. Remaining negative Construction Contingency may require the submission of a revised BG1.

Current Approved Amount	\$1,816,582.46
Net Approved COs	\$522,918.58
Remaining After Approved COs	\$1,293,663.88
Net All COs	\$251,557.89
Remaining After All COs	\$1,565,024.57

This Requested Change Order Amount (\$825.00)

+/-

Change In A/E Fee This Change Order \$0.00

+/-

Change In CM Fee This Change Order \$0.00

+/-

Remaining Construction Contingency \$1,565,024.57

Balance

Contract Change Requested By BCPS Technology

Contract Change Reason Code Reduction of Scope

Change Order Description And Justification

Omit the material and labor for a Projector AV Input, plate and control panel per BCPS Technology direction. BCPS Technology will self-perform.

Cost Benefit To Owner

Contract unit prices have been utilized No
to support the cost associated with this

change order.

Detailed Cost Breakdown

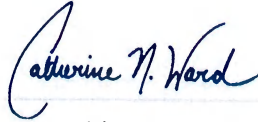
Contract unit prices have not been utilized, provide a detailed cost breakdown which separates labor, material, profit and overhead.

Detail Item	Amount	Percent of Total
Labor	\$90.00	10.91%
Materials	\$735.00	89.09%
Profit and Overhead		0.00%
Bond Insurance		0.00%
Cost Breakdown Total:	\$825.00	

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

Explain Why

Change Order Supplemental Information Form Signature Page (Online Form Ref# 64575)



Architect

3-16-2026

Date

N/A

Construction Manager

Date



Finance Officer

3-16-26

Date

Local Board of Education Designee

Date



4676 Jennings Lane
 Louisville, KY 40218
 24HR Service 502-719-7799
 Office 502-491-2202
www.deltaservicesllc.com

Change Order Request: BCPS Bullitt Central Physical Science Center

To: Studio Kremer / Cate Ward
From: Delta Services LLC / Chad Ferrill / 502-376-0995 / Cferrill@deltaservicesllc.com
Date: 12/19/25

Original PO/Contract: #26901671
Project Reference: RFP #1

SCOPE OF WORK:

Adjust labor and materials to accommodate AV scope changes per narrative of RFP #1- BCHS credit to remove Projector AV Input plate and control panel from Project.

Material:

QTY		DESCRIPTION	
1	Deduct	Kramer RC-63DLN(W) Wall Panel Control	(\$385.00)
1	Deduct	Liberty AS-1H1V-WP-W HDBT input HDMI/VGA 2 Gang	(\$350.00)
Labor:			
1	Deduct	Install Labor	(\$90.00)
CHANGE ORDER TOTAL:		\$825.00	

***** Quotation is valid for a period of 5 days unless modified in writing by Delta Service LLC *****

STANDARD EXCLUSIONS (the following are excluded unless otherwise clarified or listed in the scope of work):

1. Additional labor, materials, services for out of scope work, schedule interruptions, unplanned project phasing, or work damaged by others.
2. Addendums, Bulletins, or RFI's not listed.
3. 120vac power circuits, universal power supplies, power distribution, grounding, or bonding.
4. Conduit raceway, surface raceway, underground raceway, back boxes, floor boxes, innerduct, cable tray, or fire caulking.
5. Wall blocking, structural supports, fire rated or standard plywood boarding.
6. Decommissioning, demolition, or material removal.
7. Cutting, core drilling, patching, painting, ceiling/spline tile replacement.
8. Asbestos or any hazardous substance identification, abatement, or containment.
9. Confined space classification or entry permitting.
10. Aerial lift, scaffolding, storage Conex, or specialty equipment rental.
11. Bonds, Permits, MBE/DBE allowances, or B&O taxes.
12. Firewatch or security guard services for down or non-functioning systems.
13. Trouble shooting or repairing circuit faults (ground faults, shorts, polarity reversal, cuts, etc.) in cabling installed by others.
14. Responsibility for non-Delta Services provided equipment to include interface, terminations, functionality, performance, or warranty.
15. Troubleshooting, repair, or maintaining existing systems to include wire, raceway, devices, controls, hardware, software, or firmware.
16. Providing, modifying, or adjusting doors, frames, hinges, locksets, push bars, closers, handicapped systems, and fire alarm door release.
17. Installing, racking, patching, or configuring customer provided network equipment.
18. Warranty beyond 1-year for listed parts, materials, labor, and services.
19. Engineering, BIM Modeling, Drawings, or cost for CAD files.
20. Responsibility for cellular carrier or ISP communications bandwidth, service interruptions, signal loss, or coverage area changes.

NOTICE: THIS PROPOSAL IS CONTINGENT ON THE IMPACT OF THE CORONAVIRUS NATIONAL EMERGENCY AND CURRENT GLOBAL SUPPLY CHAIN ISSUES

Given the lasting impact of the coronavirus pandemic and the current global supply chain issues affecting parts, materials and labor, Delta Services LLC shall make every effort within the proposed scope of work to staff and supply this project in order to maintain the scheduled completion date but reserves the right to seek a schedule extension and/or costs increases if Delta Services LLC, its subcontractors, and/or suppliers are unable to maintain planned parts, materials, or labor due to COVID-19 related illnesses, supply chain 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], Delta Services LLC intends to seek additional costs associated with the suspension. As a condition of accepting this bid submission, the parties acknowledge that the proposed parts, materials, and/or associated labor may become unavailable, delayed, or subject to price increases due to circumstances beyond the control of Delta Services LLC to include the COVID-19 pandemic and global supply chain issues. As a result, Delta Services LLC shall be allowed to submit a written notice and proposed product alternates, price increases, schedule impact, and/or scope changes to the contracted customer without penalty.

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, acknowledgement 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.
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>Quoted By: Delta Services LLC 4676 Jennings Lane Louisville, KY 40218 (502)491-2202 www.deltaservicesllc.com Salesperson: Brian Smith 502-500-7239 Bsmith@deltaservicesllc.com</p>	<p>Accepted BY: _____</p> <p>Title: _____</p> <p>Company: _____</p> <p>Signature: _____</p> <p>PO# _____ Date _____</p>
--	---