

CONSENT ITEM B-5

April 27, 2026

OLDHAM COUNTY BOARD OF EDUCATION

CONCERN

Consider Approval of Change Order #1 for the Landscape & Site Improvement Project-Goshen Bid Package.

DISCUSSION

Change Orders are a necessary and beneficial tool to adjust the scope of work and modify contracts or direct purchase orders (DPO) accordingly during the capital construction process.

During the Change Order Request process, the Design Team and Director of Facilities Management scrutinize the adjustments to the scope of work, the cost implications and the contract obligations of all parties. Once all parties agree to the terms, Change Order Requests that are in the best interest of the Board of Education, improve the school/district's beneficial use, and/or necessary for the successful completion of the project in accordance with the Owner/Contractor Agreement, a recommendation is brought to the Board of Education for approval. Change Order Requests that do not meet this criterion are rejected outright or brought to the Board with a recommendation to reject.

Change Order #1 (attached) proposes additional costs of \$11,243.14 to MidStates Recreation contract for Payment and Performance Bonds not specified in the Bid Documents but required by KDE.

RECOMMENDATION

Brent Bohannon, Director of Facilities Management, recommends approval of Change Order #1 to MidStates Recreation for the Landscape & Site Improvement Project-Goshen Bid Package 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

On a motion by _____, seconded by _____, the Board approved Change Order #1 to the MidStates Recreation contract in the additional amount of \$11,243.14, for the Landscape & Site Improvement Project-Goshen Bid Package for submission to the Kentucky Department of Education, and hereby authorize the Director of Facilities Management to execute the necessary documentation. (,)

Carly Clem, Board Chair

Claudette Herald, Superintendent



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Change Order

PROJECT: <i>(Name and address)</i> DW Landscape & Site Imp. BP 2 Goshen ES 12518 Ridgemoor Dr. Prospect, KY 40059	CONTRACT INFORMATION: Contract For: General Construction Date: February 23, 2026	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: April 21, 2026
OWNER: <i>(Name and address)</i> Oldham County Board of Education 6165 W. Hwy 146 Crestwood, KY 40014	ARCHITECT: <i>(Name and address)</i> Element Design, PLLC 1018 E. Jefferson Street Louisville, KY 40206	CONTRACTOR: <i>(Name and address)</i> MidStates Recreational 1279 Hazelton-Etna Rd SW Pataskala, OH 43062

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 required Performance and Payment Bonds \$
11,243.14

The original Contract Sum was	\$ 749,542.60
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 749,542.60
The Contract Sum will be increased by this Change Order in the amount of	\$ 11,243.14
The new Contract Sum including this Change Order will be	\$ 760,785.74

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be August 5, 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.

<u>Element Design, PLLC</u> ARCHITECT <i>(Firm name)</i>	<u>MidStates Recreation</u> CONTRACTOR <i>(Firm name)</i>	<u>Oldham County Board of Education</u> OWNER <i>(Firm name)</i>
<u>SIGNATURE</u>	<u>SIGNATURE</u>	<u>SIGNATURE</u>
Elizabeth Piper, RLA, Landscape Architect	Lisa A. Johnson, CFO	Brent M. Bohannon, Director of Facilities Management
<u>PRINTED NAME AND TITLE</u>	<u>PRINTED NAME AND TITLE</u>	<u>PRINTED NAME AND TITLE</u>
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>

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FACPAC Contract Change Order Supplemental Information Form (Ref# 64807)

Form Status: Saved

Tier 2 Project: District Wide - Landscape & Site Improvements

BG Number: 23-373

District: Oldham County (HB678) (465)

Status: Active

Phase: Project Initiation (View Checklist)

Contract: Michigan Playgrounds LLC DBA Midstates Recreation, 0001, Goshen Playground
Equipment Purchase & Install; PIP installation

Type: General Contractor

Proposed

Change Order Number	1
Time Extension Required	No
Date Of Change Order	4/27/2026
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	\$862,500.00
Net Approved COs	\$0.00
Remaining After Approved COs	\$862,500.00
Net All COs	\$11,243.14
Remaining After All COs	\$851,256.86

This Requested Change Order Amount \$11,243.14

+/-

Change In A/E Fee This Change Order

+/-

Change In CM Fee This Change Order

+/-

Remaining Construction Contingency

Balance

Contract Change Requested By

General Contractor

Contract Change Reason Code

Unspecified requirements not listed in the the Bid Documents

Change Order Description And Justification

Required Payment and Performance Bonds were not specified in the Bid Documents.

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		0.00%
Materials		0.00%
Profit and Overhead		0.00%
Bond Insurance	\$11,243.14	100.00%
Cost Breakdown Total:	\$11,243.14	

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

**Change Order Supplemental Information Form Signature
Page (Online Form Ref# 64807)**

Architect

Date

Construction Manager

Date

Finance Officer

Date

Local Board of Education Designee

Date



1279 Hazelton-Etna Road SW
 Pataskala, OH 43062
 614-855-3790
 www.midstatesrecreation.com

QUOTATION

Sold To	Oldham County Schools 6165 W. Highway 146 Crestwood, KY, 40014 United States	Ship To	Goshen Elementary School 12518 Ridgemoor Dr. Prospect, KY, 40059 United States
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Date	Quote #	Terms	Rep	Project	Ship Contact
2026-03-19	QTN-19950 Valid Until 04-19-2026	Net 10	Brian King	2025 09 Goshen Elem. Playground Addition - Ky Oldham County Schools	Brent Bohannon 502-241-3514 Ext. 108


Item Code	Description	Qty	Rate	Amount
Notes	CHANGE ORDER	1.0 Unit	\$ 0.00	\$ 0.00
Bonds	Payment/Performance Bonds	1.0 Unit	\$ 11,243.14	\$ 11,243.14

Subtotal \$ 11,243.14
Kentucky Sales Tax \$ 0.00
Total \$ 11,243.14

Change Order to add in Payment/Performance Bonds, per Jacob Crowe e-mail on 3.19.2026

Acceptance of Proposal

(Please be sure you have read, signed, and initialed and understand the terms and conditions) The items, prices, and conditions listed herein are satisfactory and are hereby accepted.

Signature (Approval) 
 Printed Name Brent Bohannon
 Title Director of facilities - OCS
 Date 3/25/2026

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 30 days.

*** (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted. Once your order has been placed, any changes including additions, deletions, or color changes, could result in price increases, additional fees and could cause delays.

EXCLUSIONS : Unless specified, this quote excludes all of the following but not limited to:

Required Permits/Inspections, Background Checks, Davis Bacon, Prevailing Wage or Certified Payroll
 Performance/Payment Bonds



QUOTATION

Site Restoration

Site work, saw cutting/core drilling, and landscaping.

Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment.

Equipment assembly and/or installation

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather

FREIGHT AND DELIVERY: (if applicable)

Shipping is FOB Origin (means the buyer accepts the title of the goods at the shipment point and assumes all risk once the seller ships the product). All equipment will arrive unassembled.

*** _____ (Pls Initial) Buyer is responsible to meet and provide adequate personnel/equipment to unload truck

A Check List, detailing all items shipped, will be included with the shipment. Unless taking delivery is specifically included in quote.

Buyer is responsible for ensuring the Sales Order Breakdown and Item Numbers on all boxes and pieces match the Check List.

*** _____ (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Please notify Midstates Recreation immediately of any damages.

Shortages and Concealed Damage must be reported to Midstates Recreation within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders are subject to applicable sales tax unless a tax exemption form is on file at the time the order is placed.

PAYMENT TERMS:

An approved Credit Application is required for new customers or customers that haven't been active in the last 18 months. Terms are check with order, or 50% down payment with approved credit (terms do vary based on references). Balance of product & freight will be invoiced upon shipment, due Net 10 days. 100 % prepayment required on Replacement Parts. A 3% charge will be added to all credit card orders over \$ 3,000.

For all non-taxpayer-funded entities: A 1.5% monthly service charge will be assessed on all balances over 30 days.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Midstates Recreation offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

Site Preparation & Third-Party Work Disclaimer:

If excavation, grading, or material placement is performed by a party other than Midstates Recreation, **all work must be coordinated with Midstates Recreation** to ensure alignment with project requirements. We are not responsible for any delays, performance issues, or additional costs resulting from improper compaction, grading, or site preparation by others. Any deficiencies in third-party work that impact our ability to install as specified may require correction at the owner's expense.



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QUOTATION

INSTALLATION: (if applicable)


Spoils are to remain onsite.

Permits/inspections are the owner's responsibility and associated costs.

Customer must locate all underground private utilities before your scheduled installation a third-party private utility service can be provided at an additional cost if necessary. Additional charges may apply if obstruction(s) are encountered beneath the surface. Not responsible for damaged/broken parts on existing playground equipment. Not responsible for crossing sidewalks.

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

Customer Signature Updated: 	Brent Bohannon - ^{Director} Facilities	3/25/2026
	Printed Name and Title	Date