

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT CONTRACT CHANGE ORDER**

Page 1 of 2

To (Contractor): EOP Architecture

Date:	October 7, 2014
Project:	Senior Citizen Center Design
Location:	Lexington
Contract No.:	271-2014
Original Contract Amt.:	\$763,520.00
Cumulative Amount of Previous Change Orders:	\$5,950.00
Percent Change - Previous Change Orders:	0.78%
Total Contract Amount Prior to this Change Order:	\$769,470.00
Change Order No.:	2

You are hereby requested to comply with the following changes from the contract plans and specification:

**Current Change Order**

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Addition of sidewalk to comply with agreement with Southland Christian Church		\$690.00	
2	Addition of emergency access as required by Div. of Engineering and Fire Department		\$1,050.00	
	Total decrease	\$0.00		
	Total increase		\$1,740.00	
	Net Amount of this Change Order	\$1,740.00		
	New Contract Amount Including this Change Order	\$771,210.00		
	Percent Change - This Change Order			0.23%
	Percent Change - All Change Orders			1.01%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by	<i>[Signature]</i>	(Proj. Engr.)	Date	10/7/14
Accepted by	<i>[Signature]</i>	WATOR (Contractor)	Date	12/2/14
Approved by	<i>[Signature]</i>	(Director)	Date	10-21-14
Approved by	<i>[Signature]</i>	(Commissioner)	Date	10/21/14
Approved by	<i>[Signature]</i>	(Mayor or GAO)	Date	10/23/14

**JUSTIFICATION FOR CHANGE**

PROJECT: Senior Citizen Center Design

CONTRACT NO. 271-2014

CHANGE ORDER: 2

1. Necessity for change: #1 is necessary to comply with Resolution # 413-2014. #2 was a recommendation from Water Quality and Lexington Fire Department during LFUCG Plan Review.
2. Is proposed change an alternate bid? \_\_\_ Yes  X  No
3. Will proposed change alter the physical size of the project? \_\_\_ Yes  X  No  
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_ Yes  X  Not Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_ Yes  X  No  
If "Yes", will the policies be extended? \_\_\_ Yes \_\_\_ No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

  
\_\_\_\_\_  
Mayor

12-8-14  
Date



October 6, 2014

Joyce Thomas  
 LFUCG Project Manager  
 Department of General Services  
 200 East Main Street, 4<sup>th</sup> Floor  
 Lexington KY 40507

**RE: A/E Additional Services Request**  
 LFUCG Replacement Senior Citizen Center

Joyce:

This request addresses two additions to the scope of the Replacement Senior Citizen Center. The first is the addition of a sidewalk stretching the length of the site. The second concerns the addition of a fire access lane to the site design.

During discussions with Southland Christian Church (SCC) in June 2014, LFUCG proposed to take on the burden of the walking path originally included in SCC's development plan scope. The parties agreed to include the portion of the sidewalk within the bounds of the Senior Center site as part of the contract for construction, with the remainder of the sidewalk (stretching eventually to Coburn Blvd) to be completed later. Element Design created additional drawings showing the location, grading, construction, and instructions for selective demolition concerning the sidewalk. As such, we request the following additional fees for professional services rendered by EOP Architects and their consultant Element Design.

Scope of Additional Services (Element Design)

- Locate and draft new trail.
- Provide drawings to indicate demolition where required, protection of existing trees and facilities.
- Provide grade information
- Provide layout and typical dimensions
- Provide detail for the sidewalk and associated curbs and ramps
- Landscape Architect, 6 hours @ \$100/hour

Lump Sum: \$600

Scope of Additional Services (EOP Architects)

- Coordination of consultant work (15%)

Lump Sum: \$90

Subtotal: \$690

On July 23, 2014 the Division of Water Quality (DWQ) raised issues regarding the site design of the Replacement Senior Citizen Center. The issue in question was the ability for emergency vehicles to access the Senior Center site at Idle Hour Park during a 100-year flood event. Element Design is the lead landscape and civil engineer for the Senior Center project, and had previously (June 2014) held meetings with the Fire Department (LFD) about the site design. Captain Langen of LFD had several comments, which were addressed by Element. No issues with site access were discussed.

In a meeting on August 4, 2014, DWQ and LFD requested a design change to accommodate site access during a 100-year flood event. DWQ and LFD recommended a strip of driveable turf at the southeast

corner of the site, with mountable curbs on either end to transition from roads and parking areas to the driveable turf. As this represents additional project scope and required the revision of existing designs and the creation of new and unanticipated design drawings and specifications, we request the following additional fees for professional services rendered by EOP Architects and their consultant Element Design.

Scope of Additional Design Services (Element Design)

- Meet with Owner / City engineers and fire to review location and materials
- Locate and draft access drive- including additional demotion notes, grading, layout, details.
- Provide Specification for grass paving material to serve as emergency access route.
- Develop drawings to be issued as addendum.
- Landscape Architect, 8 hours @ \$100/hour.

Lump Sum: \$800.00

Scope of Additional Design Services (EOP Architects)

- Coordination of consultant work (15%)
- Meet with Owner / City engineers and fire to review location and materials
- Project Architect, 1 hour @ \$130/hour

Lump Sum: \$250.00

Subtotal: \$1050.00

**Total Request: \$1740.00**

We appreciate your consideration of additional services fees for this added scope of design. Please let me know if you have any questions about this request.

Thanks,

J Harding Dowell, AIA  
Project Architect, EOP Architects

CC: Ramona Fry, Richard Polk, Terri Slusher

EXHIBIT A

RESOLUTION NO. 413-2014

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SOUTHLAND CHRISTIAN CHURCH OF LEXINGTON KENTUCKY, INC., FOR PERPETUAL EASEMENTS NECESSARY FOR THE CONSTRUCTION OF THE SENIOR CITIZENS CENTER, AT NO COST NOT TO THE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN

COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County

Government, be and hereby is authorized and directed to execute an Agreement, which

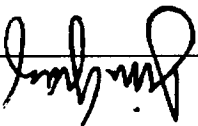
is attached hereto and incorporated herein by reference, with Southland Christian Church

of Lexington Kentucky, Inc., for perpetual easements necessary for the construction of

the Senior Citizens Center, at no cost to the Urban County Government.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: July 8, 2014

  
MAYOR

ATTEST:

  
CLERK OF URBAN COUNTY COUNCIL

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Agreement

This AGREEMENT is made as of this 17th day of June, 2014, by and between **SOUTHLAND CHRISTIAN CHURCH OF LEXINGTON KY, INC.**, hereinafter referred to as "Southland", and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, hereinafter referred to as "LFUCG".

**WITNESSETH:**

WHEREAS, Southland owns property (the "church property"), formerly known as the Lexington Mall Property, 2349 Richmond Road, Lexington, Kentucky, including the road ("Life Lane") that travels along the edge of the church property; and

WHEREAS, this Agreement does not change, replace, nor delete any previous construction easement agreements concerning the property known as 2349 Richmond Road, Lexington, Kentucky; and

WHEREAS, LFUCG plans to construct a new Senior Center on a portion of its property known as Idle Hour Park, which is adjacent to the church property; and

WHEREAS, Life Lane has been used by the general public for decades to access the church property and Idle Hour Park and as a connector between New Circle Road and Richmond Road; and

WHEREAS, Life Lane will be an important access point for the new Senior Center and remain an important access point for the church property and Idle Hour Park;

WHEREAS, LFUCG and Southland want to ensure that Life Lane continues as a public way in perpetuity;

NOW, THEREFORE, the Parties do agree and promise as follows:

1. Southland will grant, at no cost, to LFUCG:
  - A. A perpetual easement across the portion of its property that comprises Life Lane (from back-of-curb to back-of-curb) in order to ensure continued access by the public to the church property, Idle Hour Park and the Senior Center;
  - B. A perpetual easement across the portion of its property designated on the development plan for the property for construction of a multi-use trail, or a sidewalk in lieu thereof, a portion of which will be constructed as part of the new Senior Center project;
  - C. A perpetual easement across a portion of its property for installation and maintenance of fiber optic lines at a mutually-agreeable location which line will be marked to prevent its disruption due to construction in the future;
  - D. A perpetual easement across the portion of its property where the water line owned by Southland is currently located as well as any additional area necessary for the extension of the line to LFUCG's property, and grant LFUCG ownership of the water line; and
  - E. A perpetual easement across a portion of its property adjoining LFUCG's property (where the new Senior Center will be located) for a bus stop, shelter and walkway, and for expansion and improvement of the park entry as a result of the construction of the Senior Center, it will be necessary to maintain a green space area which Southland will maintain,

performing mowing and maintenance of said green space. However, Southland will not be responsible for the replacement of any damaged trees or landscaping as a result of its maintenance services.

All as shown on the attached Exhibits A and B, which are incorporated herein by reference.

2. LFUCG will, in return for the granting of these easements:
  - A. Maintain Life Lane as a public way, becoming responsible for all maintenance of the road;
  - B. Construct the multi-use trail, or in lieu thereof a sidewalk, that Southland is obligated to construct, and maintain same, at no cost to Southland;
  - C. Accept ownership of and responsibility for maintenance of the water line currently owned by Southland and running across Southland's property and to which LFUCG will connect for water service to the new Senior Center;
  - D. Conduct any survey and prepare any plat/plan necessary to achieve the transactions described in this Agreement; and
  - E. Consult with Southland concerning the signage to be constructed at the entry (adjacent to the church property) to the new Senior Center
  - F. Grant to Southland the right to relocate any easement at its cost to meet Southland's future development or construction needs. Any



approval for relocating easements shall not be unreasonably withheld by LFUCG;

G. Never charge Southland water line maintenance, replacement, or repair fees for the water line. Never charge Southland fees for repairing the subsurface surrounding the water line or the surface area above the water line within ten (10) feet each side of the water line, measured from the center line of the pipe, when damaged due to failure or repair of the water line, as related to the water line subject of this Agreement, upon ownership being transferred to LFUCG. LFUCG will not charge a connection fee for any extension of the line by Southland, but LFUCG will not own such an extension or be responsible for any costs associated with construction of the extension, and any extension will be metered as closely as possible to the point of connection;

H. Provide adequate lighting of the path from the Senior Center parking lot to the bus stop;

I. Maintain the bus stop in a neat and sanitary condition.

J. The perpetual easements shall contain clauses that the easements remain perpetual for so long as LFUCG maintains Idle Hour Park and the Senior Center for public use.

3. Both Parties will execute, in usual and customary form, any and all documents as are necessary to accomplish the transactions described in this Agreement.

IN TESTIMONY WHEREOF, witness our signatures as of the day and year first  
above written.

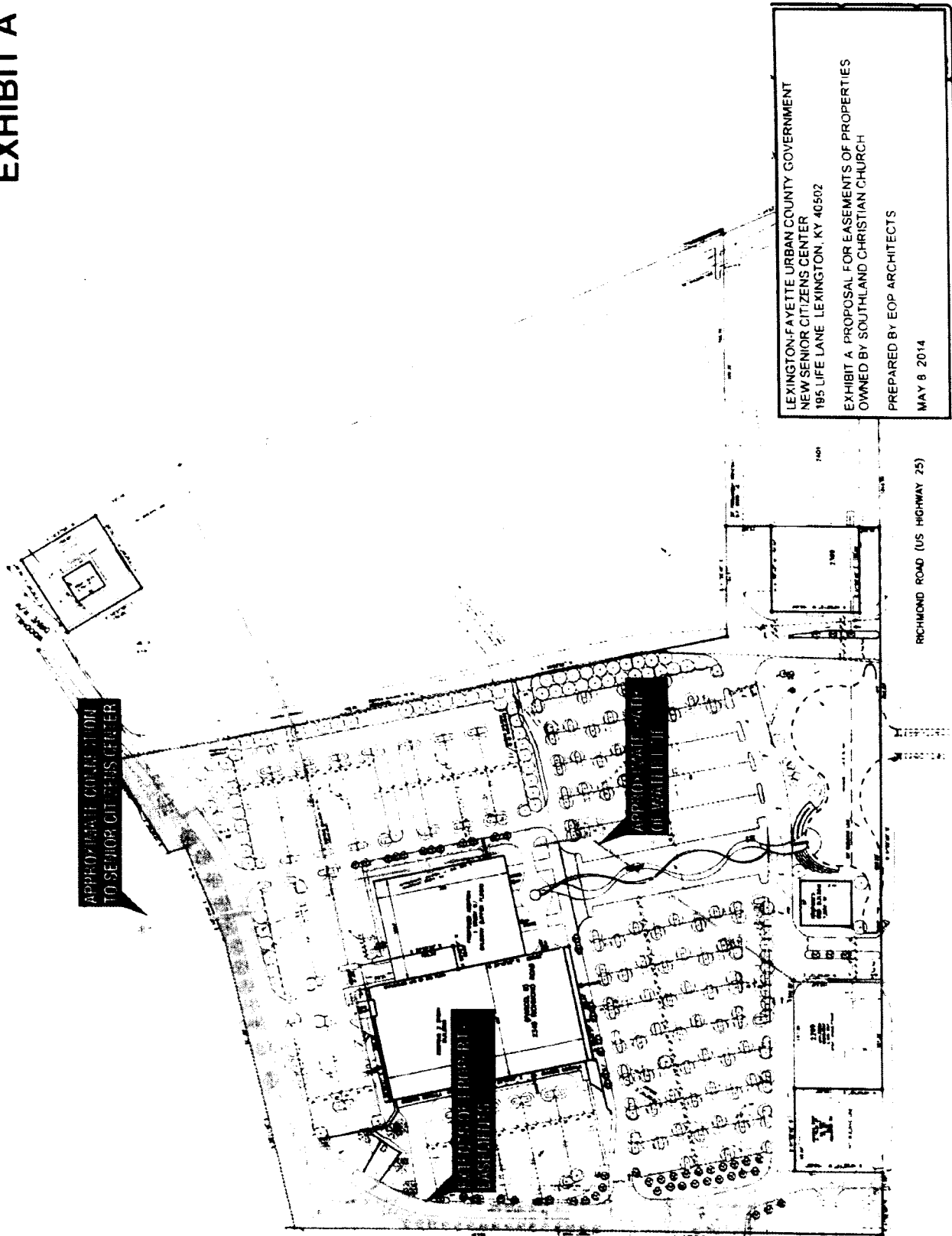
**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT:**

\_\_\_\_\_  
Jim Gray, Mayor

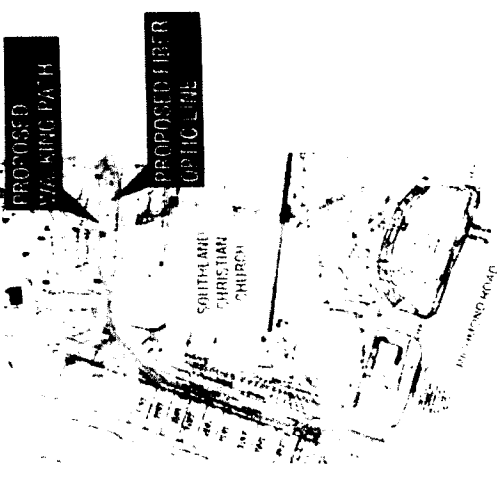
**SOUTHLAND CHRISTIAN CHURCH  
OF LEXINGTON KY, INC.**

BY: *Kurt Braun*  
*Executive Director, Operations & Advancement*

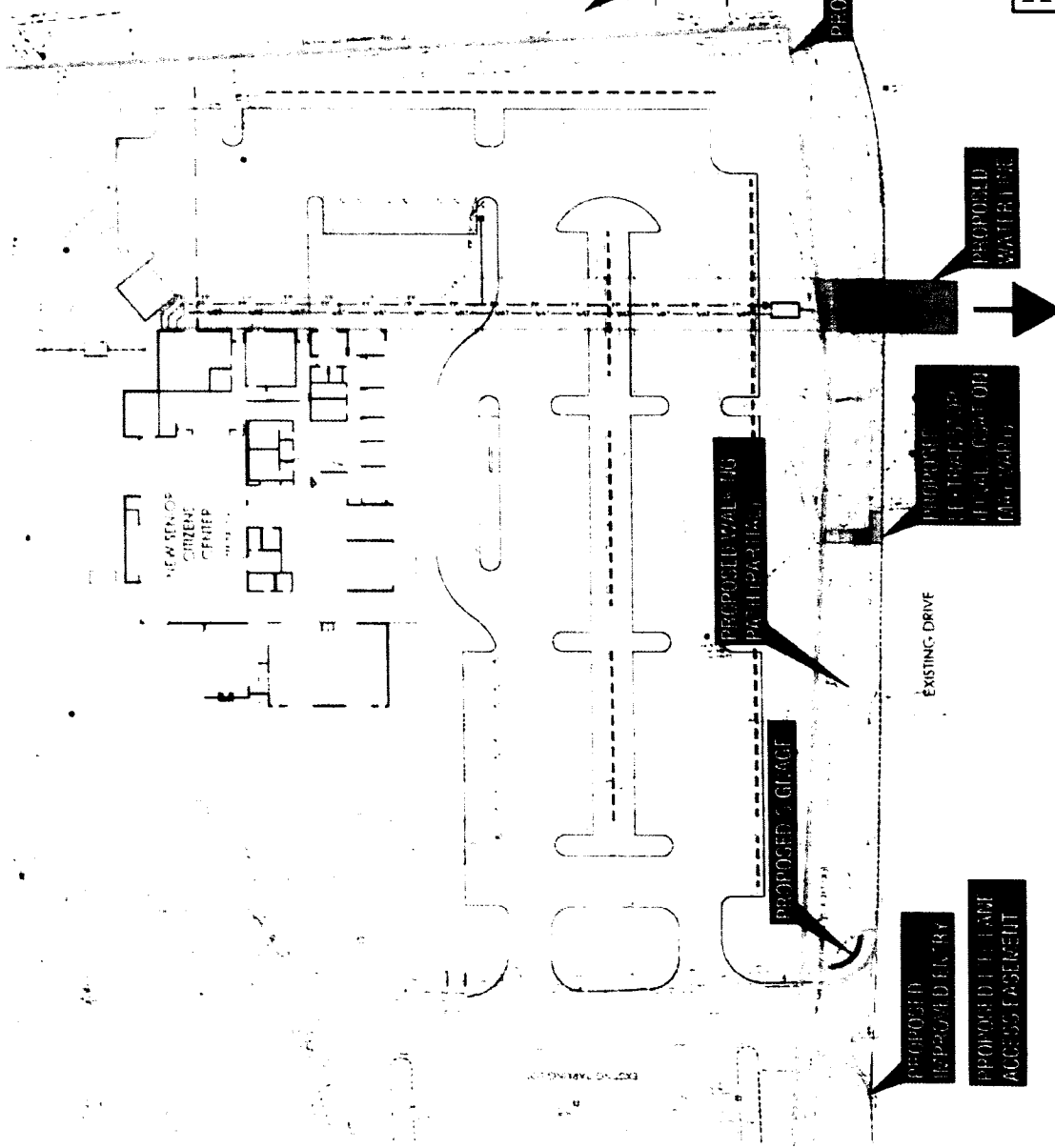
# EXHIBIT A



LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
NEW SENIOR CITIZENS CENTER  
195 LIFE LANE LEXINGTON, KY 40502  
EXHIBIT A PROPOSAL FOR EASEMENTS OF PROPERTIES  
OWNED BY SOUTHLAND CHRISTIAN CHURCH  
PREPARED BY EOP ARCHITECTS  
MAY 8 2014



# EXHIBIT B



LEXINGTON, FAYETTE URBAN COUNTY GOVERNMENT  
 NEW SENIOR CITIZENS CENTER  
 195 LIFE LANE, LEXINGTON, KY 40502

EXHIBIT B PROPOSAL FOR EASEMENTS OF PROPERTIES OWNED BY SOUTHLAND CHRISTIAN CHURCH

PREPARED BY EOP ARCHITECTS  
 MAY 8, 2014