LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2		Date:	May 19, 2016	
		Project:	Senior Citizen Center Constructio	
		Location:	Lexington	
To (Contractor): Marrillia Design & Construction 259 West Short Street Suite 325		Contract No	227-2014	
		Original Contract Amt.	\$8,882,900.00	
		Cumulative Amount of		
Lexington, KY 40507		Previous Change Orders	\$1,455,536.37	
		Percent Change - Previous		16.39%
		Change Orders Total Contract Amount Prior		
		to this Change Order	\$10,338,436.37	
		Change Order No.	43	
	You are hereby requested to comply with the following	ng changes from the contract pla	ns and specification;	
		ange Order		
Item	Description of changes-quantities, unit prices, chang in completion date, etc.	e Decrease in contract price	Increase in contract price	
No.	Modify detention basin per ASI 91		\$1,801.00	
1	Extend soffit across north flight of west stair per			
2	PR 73		\$930.00	
	Install 1" PVC water line for Park exterior drinkin	g	\$16,629.00	
3	fountain per PR 44		V10,020.00	
	Rock excavation allowance for line #3 to be paid for on a T&M basis if needed	'	\$4,067.00	
4	Total decrease	\$0.0	0	
			\$23,427.00	
<u></u>	Total increase Net Amount of this Change Order	\$23,427.00		
	New Contract Amount Including this Change			
	Order	\$10,361,863.3	37	
	Percent Change - This Change Order			0.26
	Percent Change - All Change Orders			16.65
Th - 4' -	ne provided for the completion in the contract and	all provisions of the contract	will apply hereto.	
			er) Date 5/19/16	
	nmended by Goyce Thomas		or) Date 5/19/10	
<u> </u>	ted by Carulla		or) Date 5-19-16	
	ved by			
Appro	ved by for for com			
Appro	ved by full . Hamite	/ (Mayor or CA	0) Date 5-19-16	

			Page 2 of 2
		PROJECT: Senior Citizen Center Construc	
	JSTIFICATION FOR CHANGE		
JL	ISTIFICATION FOR CHARGE	CONTRACT NO. 227-2014	
1. 2. 3.	planned detention basin. This easement easement to be encroached upon necessared to conceal exposed steel. The Senior Center design/construction and it excavation to be billed on a T&M basis its proposed change an alternate	that Columbia Gas holds an easement in that was not reflected on the site survey. CG issitating a change in the basin design. Soff water line for the Parks drinking fountain was being replaced. A separate allowance is paid if needed. bid?YesX_No	it in west stair is a affected during rovided for rock
4.	If "Yes", explain. Effect of this change on other pr	ime contractors: N/A	
5.	Has consent of surety been obta	ained?Yes <u>X</u> Not Necessary	
6.	Will this change affect expiration	n or extent of insurance coverage? _	Yes _X_No
	If "Yes", will the policies be exten		
7.	Effect on operation and mainten	nance costs:	
8.	Effect on contract completion da	Mayor Date	-/6



TRANSMITTAL

Date: May 19, 2016		
Contract Number: 227-2014	Purchase Order Number: LF00	120278
Bid Package Number: 99-2014		
Capital Project Number: TBD	Work Order Number: N/A	
Building: Senior Citizen Center		
Project Description: Replacement Senior Citizen Center	Construction	
To: Josh Marrillia, Marrillia Design & Construction	RE: Change Order #43 fully executed	
CC: Harding Dowell, EOP Architects Sharon Jones, Deputy Council Clerk Trina Brown [2600-606101-6001-90511 SR_CITZN From: Joyce Thomas, General Services	12_2015]	
We Are Sending You:	Operation and Maintenance Man	uals
Contract	Operation and Maintenance Main	udis
Warranties	Change Order	
Payment Application	Plans	
Item Copies Description	Pages	Date
1. 1 Change Order #43 fully execute	d 21 5/19,	/2016
THESE ARE TRANSMITTED AS INDICATED BELOW: FOR APPROVAL FOR YOUR USE FOR YOUR REVIEW AND COMMENT OTHER: REPLY BY TO AVOID DELAY IN COM	FOR ACTION (Trina Brown FOR FILE FOR SIGNATURE ISTRUCTION	n)
Remarks:		
Projec	ct Transmittal	



Alternates

LFUCG Replacement Senior Citizen Center Lexington, KY

> 4/27/2010 4/52 PM

PR-83 Complete the Detention Basin Design Modifications per ASI No. 91 - Revision #1 Pending Owner Approval Complete the Detention Basin Design Modifications per ASI No. 91 Additional Construction Staking - Endris Engineering Complete the Detention Basin Design Modifications per ASI No. 91 - Croucher Excavating Quantity Units Hr -1 55 Rate Labor 0 ç 369.00 Materials 0 Subcontractor 1.550 1.200 350 7 ota-

Contract of the contract of th	Total Construction	
	n Cost	
	11	
And the second s	1.80	

Local Municipality Tax on Project Bonds (5% of Bond Cost) \approx

KY Surcharge on Project Bonds (1.8% of Bond Cost) =

Performance and Payment Bond (Rate of \$6.15 per \$1000 of Cost for \$2.500.000 - \$5.000.000) = Performance and Payment Bond (Rate of \$7.20 per \$1000 of Cost for \$5.000.000 and up)

Performance and Payment Bond (Rate of \$9.40 per \$1000 of Cost for \$0 - \$2,500,000) a

Cost of In-Place Construction (Labor, Materials and Equipment)

Marrillia Design and Construction Overhead Percentage

Overhead - Marrillia Design and Construction = Marrillia Design and Construction Profit Percentage =

Profit - Marrillia Design and Construction = General Liability Insurance (Construction) =

Builder's Risk Insurance =



ASI Transmittal

EOP Architects in 2011 Wilfright State 707 Lexington no 495 37 Coited States

PROJECT

LFUCG Senior Citizens' Center

PATE SENT

4/22/2016

SUBJECT

Revision to Detention Basin

ASILID

ASI-091

TYPE

ASI

201333

TRANSMITIAL ID

00970

PURPOSE

For Construction

V1,3

Info Exchange

FRCIN

NAME

COMPANY

EMAIL

PHONE

Harding Dowell

EOP Architects

hdowell@eopa.com

(859) 231-7538

TO

NAME

SMPANY

ETTAIL

PHONE

Travis Harris

Marrillia Design and Construction

tharris@marrillia.com

REMARKS

Created by: Harding Dowell

Description:

To avoid the high pressure gas line easement, please revise grading for the detention basin as described in the attached sketch.

2.19

ASI-091-

1 4/22/2016 Element-

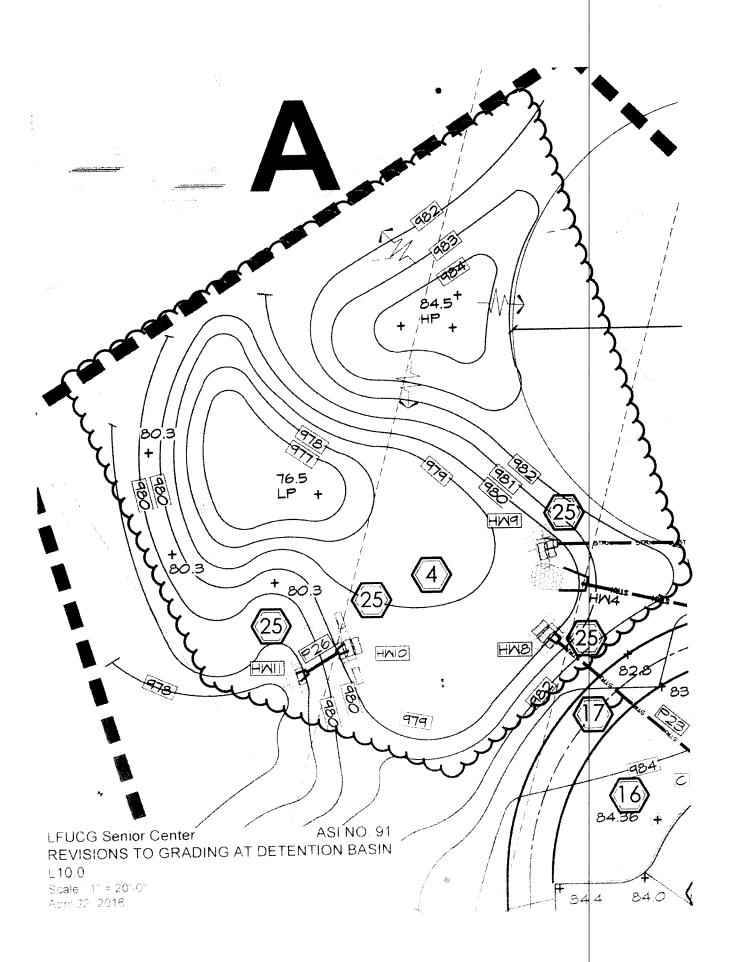
Element-Sketch.pdf

O Buch

ASI Transmittal 4/22/2016 00970

COPIES.

(Marrillia Design and Construction) Brian Gravitt (Marrillia Design and Construction) Jim Hayes (Marrillia Design and Construction) Jim Martin (Marrillia Design and Construction) Josh Marrillia (Marrillia Design and Construction) **Rob Price** (LFUCG) Jessica Walker (LFUCG) Joyce Thomas (LFUCG) Martin Woodford (Element Design) Ramona Fry (Element Design) Vaughan Adkins



Croucher Excavating

606-308-3843

Senior Center

Lexington Ky

ASI-91 Revisions to Detention Basin

ASI-91 Revisions to Detention Basin

- \$1,200 to remobilize and execute.
 - Per Design this has been negotiated with Columbia Gas and the gas line is no longer an issue.

Thank you

Joe Croucher

Croucher Excavating

ENDRIS ENGINEERING, P.S.C.

Land Surveyors

771 Enterprise Verse Lexington, Kentucky 40510 Ph. 1859) 255-1425 Fax 1859) 235-1456

April 27, 2016

Travis Harris Marrillia Design and Construction 259 West Short Street, Suite 325 Lexington, Kentucky 40507 Tel 859-685-0414 Fax 859-685-0418 Mobile 859-519-7306

Re: Lexington Senior Center - Idle Hour - Lexington, KY

Travis.

Based on the grading plan and utility plan information you provided on Thursday. Endris Engineering offers the following estimates for construction layout:

Estimated Project Layout Fees

Calculate stakeout points for revised pond: Stake revised ponds (one trip): \$80°° \$270°°

All staking and re-staking of these items and any additional items will be done at hourly rates listed below. The estimates above are for project budgeting only.

Hourly Rates:

Registered Land Surveyor: 2-Man Survey Crew (or 1-man with Robotic instrument): 3-Man Survey Crew (or 2-man with Robotic instrument): \$90⁰⁰ per hour \$120⁰⁰ per hour \$145⁰⁰ per hour

Cad (layout calculations):

\$8000 per hour

(The only time a "Land Surveyor" rate would apply would be in some sort of true boundary or plat issue, or for pad/layout certifications - i.e. not normal construction layout.)

A majority of the time, we will use a three-man crew since we are about 50% more efficient with that type of crew as compared to a two-man-crew. Time sheets are to be signed by the site superintendent each day the survey crew is on site that will detail field time only.

A copy of Endris Engineering's Standard Terms and Conditions is attached and part of this rate proposal. Thanks for the opportunity to provide these rates to you.

Thanks for the opportunity to provide these rates to you.

Kevin of Phillips.

Y. W.P. Bids, Martilla, a principle, School Control Control Pand Layout had Ann. L. 27. Date.

Terms and Conditions

Endris Engineering shall perform the services outlined in this agreement for the stated fee arrangement

Access To Site:

Unless otherwise stated. Endris Engineering will have access to the site for activities necessary for the performance of the services. Endris Engineering will take precautions to minimize the damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties

Billing & Payments:

Invoices for Endris Engineering's services shall be submitted, at Endris Engineering's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Endris Engineering may, without waiving any claim or right against the Client, and without liability whatsoever to the client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Endris Engineering, his or her officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the-parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Endris Engineering.

Certifications:

Guarantees and Warranties Endris Engineering shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Endris Engineering cannot ascertain.

Limitations of Liability:

In recognition of the relative risk, rewards and benefits of the project to both the Client and Endris Engineering, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Endris Engineering's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$100,000.00. Such causes include, but are not limited to. Endris Engineering's negligence, errors, omissions, strict liability, breach of contract or breach of warranty

Termination of Services:

This agreement may be terminated by the Client or Endris Engineering should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Endris Engineering for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses

Ownership of Documents:

All documents produced by Endris Engineering under this agreement shall remain the property of Endris Engineering PSC until payment-in-full has been received by Endris Engineering at which time, all documents shall become the property of the Chent.



THIS SHEET MUST BE INTUINAND BE TO WHELE FOODER OF HELD BEFORE COMMENCEMENT OF WERK



Alternates LFUGG Replacement Senior Citizen Center Lexington, KY

5/11/2016 10:13 AM

Pending Owner Approval	Quantity Units Hr. RMe	Labor u≠	Materials	Subcentractor	i estar	
PR-85 Extend a Soffit Across the North Flight of the West Stair per Proposal Request No. 73 Extend a Soffit Across the North Flight of the West Stair per Proposal Request No. 73 Framing/Drywall to Construct Soffit - Bennet's Carpets	1 is	709.00		700 100		
Painting of the New Soffit - Simpson & Co.	1 is	100.00				
		0	0	800	008	
· · · · · · · · · · · · · · · · · · ·	Cost of	In-Place Construction (L.	abor Materials	and Equipment) -	80C	
		Marrillia Design and Con			10.0%	
				nd Construction =	80	
		Marrillia Design and			5.0%	
				nd Construction =	40	
				e (Construction) =	1	
				Risk Insurance =	:	
	Performance and Payment Bo	nd (Rate of \$9.40 per \$1)	000 of Cost for \$	io - \$2,500,000) = -	ti-A	
	Performance and Payment Bond (Rate	of \$8.15 per \$1000 of Co	ost for \$2,500.00	00 - \$5 000,000) =	Egrifia	
	Performance and Payment Bond	(Rate of \$7 20 per \$1000	of Cost for \$5.0	000 000 and up) =	Ÿ	
	, distribution and a spirit	KY Surcharge on Pro	ject Bonds (1.8	% of Bond Cost) =	0	
	Lo	ical Municipality Tax on P	Project Bonds (5)	% of Bond Cost) =	0	
			Total C	onstruction Cost =	930	



Proposal Request Transmittal

EUP Architects | 201 W Shart St Suite 700 Levieutor KY 10507 United States

4/21/2016 DATE SENT LFUCG Senior Citizens' Center PROJECT 201333 PROPRISAL REQUEST PR-073 Soffit at West Stair SUBJECT TRANSMITTAL ID 00961 Proposal Request TYPE Info Exchange MA For Review and Response PURFOSE

FROM

NAME

Harding Dowell

EOP Architects

hdowell@eopa.com

TO

NAME

Travis Harris

Accompany

EMAIL

EMAIL

PHONE

tharris@marrillia.com

REHAPYS

Created by: Harding Dowell

Description:

Please provide pricing to extend a soffit across the north flight of the west stair. Please refer to the attached annotated photograph for extents of soffit and alignments to existing work.

Thanks,

Harding

Proposal Request Transmittal

DATE

4/21/2016 00961

DESCRIPTION OF CONTENTS

OTY DATED

TITLE

NEMBER SCALE SIZE

MOTES

1 4/21/2016

160421_PR-073_SKETCH.pdf

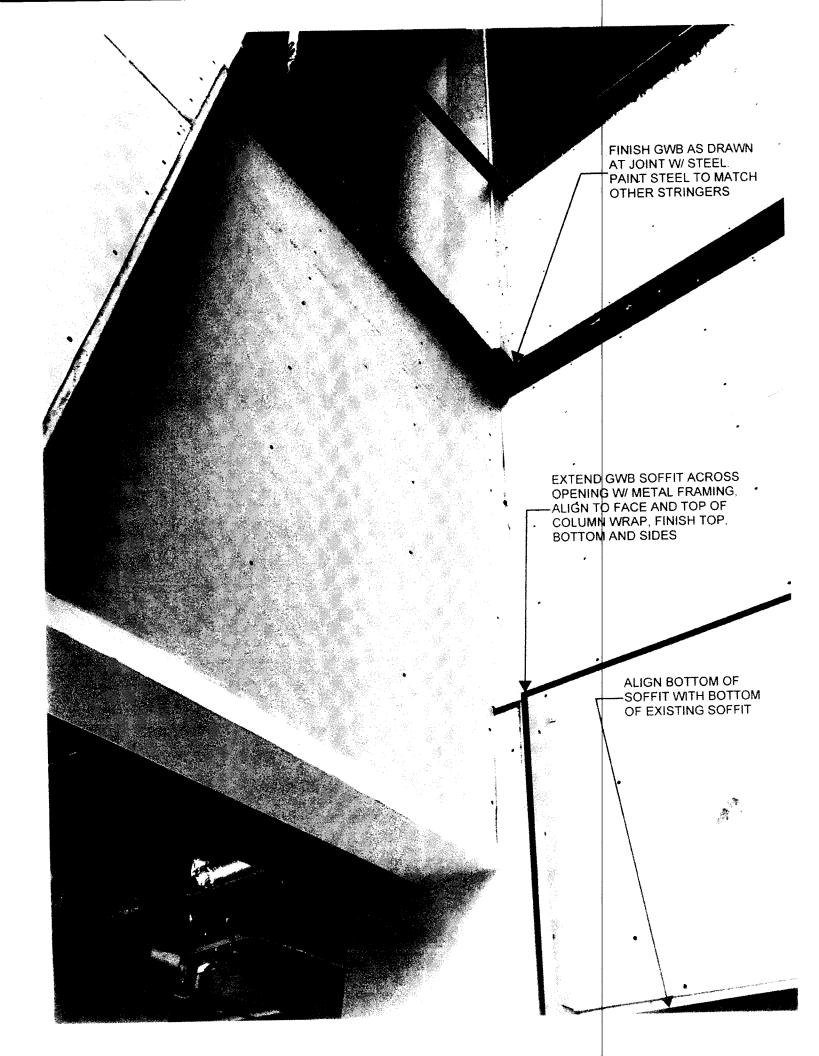
COPIES:

Brian Gravitt Jim Martin Josh Marrillia Rob Price

(Marrillia Design and Construction) (Marrillia Design and Construction) (Marrillia Design and Construction) (Marrillia Design and Construction) (LFUCG)

Jessica Walker Joyce Thomas Martin Woodford

(LFUCG) (LFUCG)





acceptance of this project.

Bennett's Carpets, Inc. 149 Steve Drive Russell Springs, KY 42642 (270) 866-6930 Fax (270) 866-6200

	QUOTATION						
O:	Marrilla		D _i	ATE:	04/28/	16	
TT:	Travis						
	DD 072						
<u>E:</u>	Lexington Senior Citizens PR 073 ption of Work: We hereby submit this e	estimate	for furni	shing a	and insta	alling t	he followi
n acco	rdance with plans and specifications in	cluding	insuranc	e:			
ΓO ado	d or extend soffit in west stair \$700.00						
						Tota	al Quotati
	The second of th						
Note:	not accepted within 30 days.		£.7	>~aia	Roy		
Note:	not accepted within 30 days. We include no demolition unless stipped.	ulated.	K	eggie			
	not accepted within 30 days. We include no demolition unless stiputance:						

Joyce Thomas

From: Sent: Harding Dowell <hdowell@eopa.com> Wednesday, May 18, 2016 2:37 PM

To:

Joyce Thomas

Cc: Subject: Jessica Walker; Martin Woodford FW: Senior Center: PR Details Needed

Hi Joyce,

Travis has provided further information on both PR-044 and PR-073:

- Rock removal allowance of \$3,500. I've asked Marrillia to provide an updated top sheet to their proposal.
- Breakdown of framing/drywall work is as follows:
 - o Reset scaffold-\$200
 - Remove installed materials and refinish \$300
 - Bennett's Framing Labor \$100
 - o Materials \$100

Please let me know if you have additional questions.

Thanks,

Harding

J Harding Dowell, AIA
Associate



EOP Architects

LEXINGTON . LOUISVILLE

t: 859-231-7538 | m: 859-797-5515

For more information, visit the new EOPA.COM



From: Travis Harris [mailto:tharris@marrillia.com]

Sent: Wednesday, May 18, 2016 2:23 PM

To: Harding Dowell < hdowell@eopa.com >
Subject: RE: Senior Center: PR Details Needed

Hi Travis,

There are a few outstanding items delaying owner approval of submitted PR pricing:

PR-044: allowance amount for rock removal by Croucher
 Per JCroucher and TECO add \$3500.00 Allowance if rock is encountered which our O&P will be added if we do encounter. We will record and notify LFUCG if and when rock is encountered.

 PR-073: breakdown of framing/drywall price (material, labor, equipment) by Bennett's Reset scaffold-\$200

Remove installed materials and refinish \$300

E.

Bennett's Framing Labor \$100 Materials \$100

From: Harding Dowell [mailto:hdowell@eopa.com]

Sent: Wednesday, May 18, 2016 12:03 PM
To: Travis Harris < tharris@marrillia.com
Subject: Senior Center: PR Details Needed

Hi Travis,

There are a few outstanding items delaying owner approval of submitted PR pricing:

- PR-044: allowance amount for rock removal by Croucher
- PR-073: breakdown of framing/drywall price (material, labor, equipment) by Bennett's

Joyce would like to bundle these with PR-078 and get it released as soon as possible. Please provide this information today if possible.

Thanks,

Harding

J Harding Dowell, AIA
Associate



EOP Architects

LEXINGTON . LOUISVILLE

t: 859-231-7538 | m: 859-797-5515

For more information, visit the new EOPA.COM



Submit Sparn

1" PVC Site Water Line (Materials, Excavation*, Equipment, Etc.) - TECO Mechanical

Sodding/Seeding of Disturbed Areas - Landesign

Remove and Re-Install Fencing - Marrillia BUDGET

Rock Excavation Allowance - Croucher Excavating/TECO Mechanical

Alternates LFUCG Replacement Senior Citizen Center Lexington, KY

5/19/2016 10:28 AM

Tota:

Subcontractor

Materials

Quantity Units Hr. Ree Labor PR-84 Install Additional 1" PVC Site Water Line for the Outdoor Drinking Fountain per Proposal Request No. 44 - Revision #2 Install Additional 1" PVC Site Water Line for the Outdoor Drinking Fountain per Proposal Request No. 44 11,852 11,852.50 1 ls 1,958 1,957,50 1 18 500 \$00.00 1 Is See Below See Below 1 is 14 310 14 310 Cost of In-Place Construction (Labor, Materials and Equipment) = 10.0% Marrillia Design and Construction Overhead Percentage × Overhead - Marrillia Design and Construction = 1,431 Marrillia Design and Construction Profit Percentage = 5.0% Profit - Marrillia Design and Construction = 712. General Liability Insurance (Construction) -23 Builder's Risk Insurance = Performance and Payment Bond (Rate of \$9.40 per \$1000 of Cost for \$0 - \$2,500,000) = Performance and Payment Bond (Rate of \$8.15 per \$1000 of Cost for \$2,500,000 - \$5,000,000) = Hiller Performance and Payment Bond (Rate of \$7.20 per \$1000 of Cost for \$5,000,000 and up) = :19 KY Surcharge on Project Bonds (1.8% of Bond Cost) * Local Municipality Tax on Project Bonds (5% of Bond Cost) = 16,629 Sub-Total (See Below for Rock Allowance) = Rock Excavation Allowance 4,057 20,696 Total Construction Cost =



Proposal Request Transmittal

architecture i interiors

EOP Architects | 201 W Short St Suite 700 Lexington KY 40507 United States

PROJECT LFUCG Senior Citizens' Center DATE SENT 12/4/2015

201333

SUBJECT Water Line for Outdoor Drinking PROPOSAL REQUEST PR-044
Fountain

TYPE Proposal Request TRANSMITTAL ID 00764

PURPOSE For Review and Response VIA Info Exchange

FROM

TO

NAME COMPANY EMAIL PHONE
(859) 231Harding Dowell EOP Architects hdowell@eopa.com 7538

taluning bowen collections and a second

NAME COMPANY EMAIL PHONE

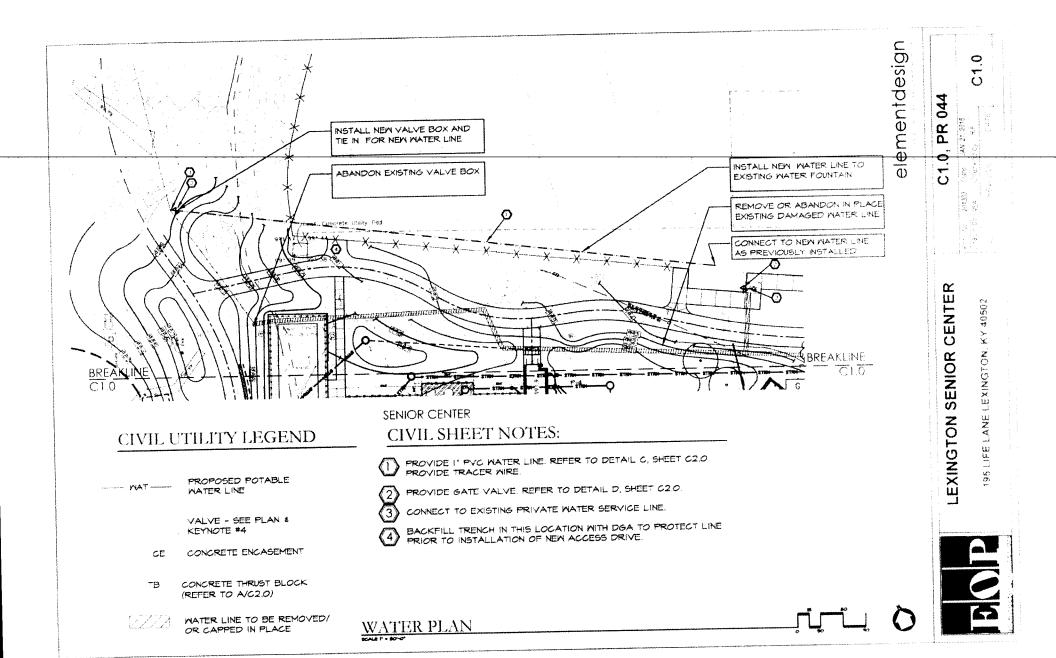
Travis Harris Marrillia Design tharris@marrillia.com and Construction

REMARKS:

Created by: Harding Dowell Description:

Please provide pricing to establish a new connection from the private water line to the existing outdoor drinking fountain, as described in the enclosed sketch. Notes on the work include:

- Existing valve box near the corner of the pickleball court is too deep to be serviceable. Connection is to be abandoned.
- Existing damaged water line to be abandoned in place, except where removal is required to complete other work in the contract.
- New valve box, piping, and other associated structures shall be installed per the original contract documents (see sheet C2.0)
- Please provide pricing breakdown, including materials and labor (w/



TECO MECHANICAL CONTRACTOR, INC.

837 FLOYD DRIVE LEXINGTON, KY 40505 PHONE (859) 255-6893 P.O. BOX 5043 LEXINGTON, KY 40505 FAX (859) 233-3430

April 27, 2016

Marrillia Design & Construction 259 West Short Street, Suite 325 Lexington, Kentucky 40507 Attn.: Josh Marrillia

Re: Lexington Senior Center - PR 044 Addition to PR012 Cost to Install Additional 1" PVC Site Water Line.

Josh,

We offer the following cost to install additional 1" PVC site water line, as requested:

MATERIAL:

190 ft - 1" PVC PIPE & FITTINGS
1 - 1" Tap Connection to existing 2" piping

MATERIAL SUBTOTAL \$ 1,606.00 6% SALES TAX \$ 96.00

LABOR: 40 HOURS \$ 3,400.00

CROUCHER TO LOCATE EXISTING UTILITIES, EXCAVATE, BACKFILL & HAUL OFF SPOILS

\$ 6,750.00

PR 044 \$ 11,8\$2.00 PR 012 \$ -7,2\$3.00

COMBINED TOTAL PR 044 & PR 012 \$ 19,105.00.

Price does not include removal of existing water lines, seed, straw, or sod, reck excavation or replacing asphalt.

If you have any questions, or require further assistance, please call

Scott Hedger

Project Manager

Travis Harris

From:

Ryan Parsons < ryan@landesignky.com>

Sent:

Thursday, April 14, 2016 10:14 AM

To:

Travis Harris

Subject:

Re: PR-44 Sod Pricing

270 sq yds. with soil and placement

\$1957.50

On Thu, Apr 14, 2016 at 9:55 AM, Travis Harris < tharris a marrillia.com > wrote:

Ryan

I need the pricing.

Travis Harris

Site Manager Marrillia Design and Construction 259 West Short Street, Suite 325 Lexington, Kentucky 40507 Tel 859 685 0414 Fax 859.685 0418

Cell 859.200.9732

Web www.marrillia.com

Email tharris@marrillia.com

