

R-682-2015
 Original: R-127-2015
 Contract #: 027-2015

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
 Page 1 of 2

Date:	October 27, 2015
Project:	HVAC Controls Renovation Office of Fayette County Clerk
Location:	162 East Main Street
Contract No.	127-2015
Original Contract Amt.	\$115,301.00
Cumulative Amount of Previous Change Orders	\$0.00
Percent Change - Previous Change Orders	0.00%
Total Contract Amount Prior to this Change Order	\$115,301.00
Change Order No.	1

To (Contractor):
 Johnson Controls
 1051 Floyd Drive
 Lexington, KY 40505

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	Repair deficiencies identified	\$0.00	\$20,821.00	
2	Components not needing to be replaced	\$5,900.00	\$0.00	
	Total decrease	\$5,900.00		
	Total increase		\$20,821.00	
	Net Amount of this Change Order	\$14,921.00		
	New Contract Amount Including this Change Order	\$130,222.00		
	Percent Change - This Change Order			12.94%
	Percent Change - All Change Orders			12.94%

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

Recommended by	<i>James L Bush</i>	(Proj. Mgr.)	Date	10/27/2015
Accepted by	<i>Adam Meyer</i>	(Contractor)	Date	10/27/2015
Approved by	<i>[Signature]</i>	(Director)	Date	10-27-15
Approved by	<i>[Signature]</i>	(Commissioner)	Date	10-27-15
Approved by	<i>[Signature]</i>	(Mayor or CAO)	Date	11-3-15
	<i>Aimee Gray</i>	Mayor	Date	12-30-15

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Accepted by	<i>Adam Meyers</i>	(Contractor)	Date	10/27/2015
Approved by	<i>James L. Bush</i>	(Director)	Date	10-27-15
Approved by	<i>James L. Bush</i>	(Commissioner)	Date	10-27-15
Approved by		(Mayor or CAO)	Date	

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Recommended by James Bush (Proj. Engr.) Date 12/15/2015
 Accepted by Adam Meyer (Contractor) Date 12/22/15
 Approved by [Signature] (Director) Date 12-15-15
 Approved by [Signature] (Commissioner) Date _____
 Approved by _____ (Mayor or CAO) Date _____

JUSTIFICATION FOR CHANGE

PROJECT: HVAC Controls Renovation Office of Fayette County Clerk

CONTRACT NO. 127-2015

CHANGE ORDER: 1

1. Necessity for change: The original bid assumed that a fixed number of components would be replaced under unit pricing. This change order reflects the final cost to complete repairs based on the actual number of components needing replacement plus remediation of other deficiencies.

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: additional 90 calendar days to schedule

_____
Mayor12-30-15

Date

Proposal

TO: LFUCG Dept. of Purchasing
200 E. Main Street
Lexington, KY 40507

Date: 10/26/2015

Lexington KY Service Branch - 0476
1051 FLOYD DR
LEXINGTON KY 40505-3682
PH: (502) 671 7300
FAX:

Quote Ref: Change Order Request #1
Project Name: LFUCG County Clerk's Office Retrofit
Site: Fayette County Clerk's Office
162 East Main Street
LEXINGTON, KY 40507

ATTN: JAMES BUSH

BASE CONTRACT DEDUCT:

Due to the reduced number of Hot Water Coils needing to be replaced, there will be a **\$5,900** deduct from the original base contract.

CHANGE ORDER REQUEST #1:

Additional repairs were identified throughout the course of the original base contract. We propose to furnish the materials and/or perform the work below for the net price of: **\$20,821.00**

For the above price this proposal includes:

- Replace four (4) existing 1/2" valve & valve actuators, and clean existing strainers for the following hot water coils.
 - HWC #12 in room 101
 - HWC #8 in room 131
 - HWC #43 in room 214-P
 - HWC #22 in room 215
- Provide and install Booster fan in ductwork downstream of HWC #8 serving room 131.
 - Booster fan shall be installed in-line with the ductwork above ceiling in adjacent room, room 132N. Fan shall be Loren-Cook 135SQN17D or equivalent. Fan shall meet the following performance specs.
 - Provide with 120V ECM motor with integral adjustable speed ranging from 500 to 1725 rpm.
 - The "Motor Mounted Speed Control" shall include an integral potentiometer mounted on the exterior of the motor for adjusting the motor speed. A screwdriver is used for adjustment.
 - Install with vibration Isolators'
 - Fan flow shall be 2200 cfm @ 0.375" E.S.P.
 - Max Brake HP = 0.62 BHP.
 - Pull a signal from the appropriate controller so the booster fan runs only when Room 131 is occupied.
 - Provide all necessary sheet metal duct transitions; note existing duct is duct-board.
 - Support fan independently from structure.
 - Insulate fan to prevent sweating.
 - Provide 120V 20A electrical circuit from nearest available panel board to fan. Provide 4x4 metal box with motor rated toggle switch as disconnect.
 - Electrical circuit shall be run in either EMT or MC conduit.
 - All wiring shall be copper.



- Repair leaks in ductwork, and replace missing pipe insulation.
 - Repair ductwork as identified in the TAB report.
 - Repair holes in branch ductwork at HWC #45 at room 218.
 - When replacing / installing equipment described herein, examine surrounding area above ceiling for leaks in ductwork & missing pipe insulation.
 - Examine connection between supply air plenum of air handler and main supply air ductwork for all 3 air-handlers
- Adjust balancing damper upstream of HWC #7 in room 119N (open storage room). Adjust opposed blade damper to reduce airflow by ~25%.
- Extend 9" ductwork run-out from HWC #12 to hallway. Provide new diffuser to match existing.
- Provide all Project Management, supervision, and coordination with County Clerk staff throughout the project.
- Some of these repairs shall be performed during Overtime hours, requiring coordination and cooperation with LFUCG / County Clerk policies for building access, parking, and security.

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 11/26/2015

LFUCG

Johnson Controls

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO: _____

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc. , if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
- 2. INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
- 5. LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
- 6. LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 8. DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
- 9. COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.



10. DISPUTES. All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

11. INSURANCE. Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.

12. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

13. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.




Lexington-Fayette Urban County Government
DEPARTMENT OF GENERAL SERVICES

Jim Gray
Mayor

Geoff Reed
Commissioner

TO: Mayor Jim Gray
Urban County Council

FROM:

 (for Comm. Reed)
Geoff Reed, Commissioner, General Services

CC: Jamshid Baradaran, Director, Facilities and Fleet Management
Jessica Walker, Administrative Officer, General Services
Sandra Lopez, Administrative Officer, General Services

DATE: October 27, 2015

SUBJECT: Request Council Authorization to Execute Change Order #1 with Johnson Controls for the increased amount of \$20,821.00 for repairs deficiencies identified upon completion of original base contract #127-2015 and a credit of (\$5,900.00) for components not needing to be replaced. The new contract amount including this change order is \$130,222.00.

Request

Authorization to: Execute Change Order #1 with Johnson Controls for the increased amount of \$20,821.00 for repairs deficiencies identified upon completion of original base contract #127-2015 and a credit of (\$5,900.00) for components not needing to be replaced. The new contract amount including this change order is \$130,222.00.

Why are you requesting? The original bid assumed that a fixed number of components would be replaced under unit pricing. This change order reflects the final cost to complete repairs based on the actual number of components needing replacement plus remediation of other deficiencies.

Department needs this action completed because: To adjust the contract as required to complete project.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$14,921.00

The cost for future FY is: N/A

Are the funds budgeted?

The funds are budgeted or a budget amendment is in process: Budgeted

Account number:

FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUDGET REF	AMOUNT
2604	707201	0001	76101	HVAC_2015	2015	\$14,921.00

File Number: Johnson Controls Contract #127-2015

Director/Commissioner: Geoff Reed, Commissioner, General Services
Jamshid Baradaran, Director, Facilities and Fleet Management