

| | | |
|--|------------------------|---------------------|
| LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER | DATE: | April 15, 2021 |
| | Contract Modification: | FACO #3 |
| | CONTRACT #: | 227-2017 |
| PROJECT: EA-3 Trunk Sewer RMP Project | | |
| TO: L-M Asphalt Partners, Ltd. dba ATS Construction | | |
| Original Contract Amount | | \$2,916,807.49 |
| Cumulative Amount of Previous Contract Modifications | | \$1,560,063.16 |
| Percent Change of Previous Contract Modifications | | 53% |
| Existing Contract Amount | | \$4,476,870.65 |
| Net increase in Contract Amount - (From following pages) | | \$240,779.59 |
| Percent Change of This Contract Modification | | 8.25% |
| Original Contract Amount | | \$2,916,807.49 |
| Cumulative Amount of all Contract Modifications | | \$1,800,842.75 |
| Percent Change of all Contract Modifications | | 61.74% |
| New Contract Amount including this Change Order | | \$4,717,650.24 |
| Recommended by <u>[Signature]</u> | (Proj. Engr.) | Date <u>4/16/21</u> |
| Accepted by <u>[Signature] P.E.</u> | (Contractor) | Date <u>4/19/21</u> |
| Accepted by <u>[Signature]</u> | (RMP Manager) | Date <u>4/19/21</u> |
| Approved by <u>[Signature]</u> | (Director) | Date <u>4-21-21</u> |
| Approved by _____ | (Commissioner) | Date _____ |
| Approved by _____ | (Mayor or CAO) | Date _____ |

Approved By [Signature]

(Director of Purchasing)

Date 4-21-2021

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT MODIFICATION

DATE: April 15, 2021
 Contract Mod #: 227-2017
 CONTRACT #: FACO #3

Project: EA-3 Trunk Sewer RMP Project

TO: L-M Asphalt Partners, LTF. dba ATS Construction

You are hereby requested to comply with the following changes from the contract plans and specifications;

| Item No. | ADD / DEL | Description of changes | Units | Quantity | Unit Price | Decrease in contract price | Increase in contract price |
|---|-----------|---|-------|----------|------------|----------------------------|----------------------------|
| 1 | ADD | Excessive trench dewatering and work schedule changes at Victory Haven Training Center to avoid horse training schedule | LS | 1 | | \$ - | \$ 250,000.00 |
| 2 | DEL | Repairs to manhole 1 | | 1 | \$ - | \$ 9,220.41 | \$ - |
| 3 | | | | | | \$ - | \$ - |
| 4 | | | | | | \$ - | \$ - |
| 5 | | | | | | \$ - | \$ - |
| 6 | | | | | | \$ - | \$ - |
| 7 | | | | | | \$ - | \$ - |
| 8 | | | | | | \$ - | \$ - |
| 9 | | | | | | \$ - | \$ - |
| 10 | | | | | | \$ - | \$ - |
| 11 | | | | | | \$ - | \$ - |
| 12 | | | | | | \$ - | \$ - |
| 13 | | | | | | \$ - | \$ - |
| 14 | | | | | | \$ - | \$ - |
| 15 | | | | | | \$ - | \$ - |
| Total decrease | | | | | | \$ 9,220.41 | |
| Total increase | | | | | | | \$ 250,000.00 |
| Net (increase) in contract price | | | | | | | \$ 240,779.59 |

JUSTIFICATION FOR CHANGE

PROJECT: EA-3 Trunk Sewer RMP Project

CONTRACT NO. 227-2017

CHANGE ORDER: FACO #3

1. Necessity for change: These changes will reflect the Final Adjusting Quantities/Amounts of the construction contract. Excessive trench dewatering and work schedule changes to accommodate horse training at Victory Haven Training Center.
2. Is proposed change an alternate bid? ___Yes XNo
3. Will proposed change alter the physical size of the project? ___Yes XNo
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes XNot Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes XNo
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_____
Date

LEAK ELIMINATORS, LLC.
 330 LISLE INDUSTRIAL AVENUE
 LEXINGTON, KY 40511

INVOICE 4116-7
DUE 6/30/2020

PROVIDENCE PLACE PROJECT/ BOB PETERSON

Date: 6/18/2020

| Bid Item | Description | Unit | Unit Price | Quantity | Total |
|--------------|---|------|------------|---------------|--------------------|
| E27 | Laborer | HR | \$ 70.00 | 36 | \$ 2,520.00 |
| E26 | Crew Foreman | HR | \$ 90.00 | 18 | \$ 1,620.00 |
| E22 | Small Track Hoe, CAT 301.6C or Equivalent | HR | \$ 140.00 | 18 | \$ 2,520.00 |
| E19 | Dump truck, Single Axle | HR | \$ 100.00 | 18 | \$ 1,800.00 |
| B82 | Reimbursement: Two 10 inch SDR35 GXG Sewer Repair Couplings (see attached CI Thornburg ticket #S100120415.001) | EA | \$ 154.01 | cost plus 15% | \$ 177.11 |
| B82 | Reimbursement: One 10 inch SDR35 GXG Sewer Repair Couplings (see attached CI Thornburg ticket # S100120497.001) | EA | \$ 77.00 | cost plus 15% | \$ 88.55 |
| D18 | No. 9 Crushed Stone | TON | \$ 25.00 | 19.79 | \$ 494.75 |
| TOTAL | | | | | \$ 9,220.41 |

Notes

1. WE USED CCTV INSIDE THE DROP MANHOLE AT EA-3 LIFT STATION AND DISCOVERED THE DROP WAS LEAKING.

2. WE DUG OUT THE DROP AND UNSTACKED THE MANHOLE TO EVALUATE THE LEAK AND DISCOVERED THE FITTINGS HAD ROLLED THE GASKET AND WAS CRACKED WHICH WAS ALLOWING GROUND WATER TO ENTER

3. WE BEAT THE OLD CONCRETE OFF THE DROP AND REPLACED PIPE AND FITTINGS. WE REPOURED THE CONCRETE TO RESTORE THE MANHOLE WHERE REPAIRS WERE MADE

4. WE RESTACKED THE MANHOLE AND BACKFILLED TO THE PROPER GRADE

6/17/2020 TIME AND MATERIALS

LABOR: 2 LABORERS x 9:00 AM TO 6:00 PM = 18 HOURS

FOREMAN: 9:00 AM TO 6:00 PM = 9 HOURS

TRACKHOE: 9:00 AM TO 6:00 PM = 9 HOURS

SMALL DUMP: 9:00 AM TO 6:00 PM = 9 HOURS

6/18/2020 TIME AND MATERIALS

LABOR: 2 LABORERS x 9:00 AM TO 6:00 PM = 18 HOURS

FOREMAN: 9:00 AM TO 6:00 PM = 9 HOURS

TRACKHOE: 9:00 AM TO 6:00 PM = 9 HOURS

SMALL DUMP: 9:00 AM TO 6:00 PM = 9 HOURS

PO # LF00179008

Rec # 0000595581

12-8-2020

D. Williams

12/3/2020
[Signature]



THE C.I. THORNBURG CO., INC.
 740 ENTERPRISE DRIVE
 LEXINGTON, KY 40510
 859-255-0852
 Fax 859-259-1171

Ship Ticket

| | |
|---|----------------|
| SHIP DATE | ORDER NUMBER |
| 06/17/2020 | S100120415.001 |
| THE C.I. THORNBURG CO. INC 740 ENTERPRISE DRIVE LEXINGTON, KY 40510 859-255-0852 Fax 859-259-1171 | |
| PAGE NO. | |
| 1 of 1 | |

SOLD TO:

SHIP TO:

LEAK ELIMINATORS LLC
 330 LISLE INDUSTRIAL AVENUE
 LEXINGTON, KY 40511
 Phone #: 859-388-9422

LEAK ELIMINATORS
 330 LISLE INDUSTRIAL AVENUE
 LEXINGTON, KY 40511
 Phone #: 859-388-9422

| CUSTOMER NUMBER | CUSTOMER PO NUMBER | JOB NAME / RELEASE NUMBER | SALESPERSON | | |
|-----------------|--------------------|---------------------------|-------------------------------------|------------|-----------------|
| 4831 | PROVIDENCE PARKWAY | | KY Contractor | | |
| WRITER | | SHIP VIA | WAREHOUSE | ORDER DATE | FREIGHT ALLOWED |
| Jesse Grubbs | | CALL FOR | Ship: 2 Price: 2 | 06/17/2020 | No |
| ORDER QTY | SHIP QTY | HM | DESCRIPTION | | |
| 2ea | 2ea | | 10' SDR35 GXG SEWER REPAIR COUPLING | | |

For Hazardous Materials [or Dangerous Goods] Incident
 Spill, Leak, Fire, Exposure, or Accident
 Call CHEMTREC Day or Night
 Within the USA and Canada: 1-800-424-9300
 Outside USA and Canada: +1 703-527-3887 (collect calls accepted)

| | |
|-------------|--------|
| Subtotal | 154.01 |
| S&H Charges | |
| Tax | |
| Payments | 117.14 |
| Amount Due | |



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 740 ENTERPRISE DRIVE
 LEXINGTON, KY 40510
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 Fax 859-259-1171

Ship Ticket

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 Within the USA and Canada: 1-800-424-9300
 Outside USA and Canada: +1 703-527-3887 (collect calls accepted)

| | |
|-------------|-------|
| Subtotal | |
| S&H Charges | |
| Tax | |
| Payments | x15% |
| Amount Due | 88.55 |



Shipping Location:

CENTRAL
1280 MANCHESTER STREET

Vulcan Construction Materials, LLC

LEXINGTON, KY 40504
859-254-2541

| | | | |
|--|--------|--------------------|------------|
| Danger | | | |
| Read important health information on reverse. | | | |
| Peligro | | | |
| Léase la información importante para la salud en el reverso. | | | |
| RECEIVED BY | | CUSTOMER/CONSIGNEE | |
| X | | | |
| DRIVER | | | |
| DATE | TIME | PLANT | TICKET NO. |
| 6/18/2020 | 2:22PM | 1243-121 CENTRAL | 8313906 |
| RFID Card Swipes | | | |

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants, for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinance, statutes or other standards applicable to customer's job or to said material as used by customer. **SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON COMPLIANCE OF THE MATERIAL WITH SPECIFICATION OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.**

ALL SALES AND DRIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS

AS EVIDENCED BY SIGNATURE, ON DEPARTURE FROM SELLER'S FACILITY CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHICH ANY TARE OR TRAILER HAS BEEN OVERLOADED SO AS TO BRING IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS TO THE MAXIMUM EXTENT ALLOWED BY LAW. CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING.

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

| | | | | | |
|----------------------|-----------------------------------|----------------------|--------------------------|--------------------|----------------|
| CUSTOMER: 30380 | | CK# | CUSTOMER PURCHASE ORDER: | | GOVT CONTRACT: |
| LEAK ELIMINATORS LLC | | | | | |
| ORDER: | 2020 Miscellaneous/Yard Stockpile | | | PICKED UP | |
| 3603404 | 330 Lisle Industrial Ave | | | | |
| DESTINATION: | Pump Station | | | ZONE/MILES | |
| PUMP | 330 Lisle Industrial Ave | | | | |
| PRODUCT: 28361 | NO. 9M | | | | |
| COMMENTS: | | | | | |
| TRUCK LE196 | Leak Eliminators | | CARRIER C100 | CUSTOMER SELF HAUL | |
| LICENSE AG3775 | KY TriAxle | | TRAILER ID NO | TRAILER ID NO | |
| FREIGHT TYPE A | AXLES 4 | TARE DATE 06/18/2020 | TARE EXPIRE 07/19/2020 | | |
| GROSS LBS (Scale) | TARE LBS (Scale 3) | NET LBS | LOADS TODAY | GROSS LEGAL WT | |
| 65,540 | 25,860 | 39,680 | 19.79 | 19.79 | 1 80,000 |
| GROSS KG | TARE KG | NET KG | IN PLANT | OUT OF PLANT | |
| 29,728 | 11,775 | 17,953 | 17.95 | 17.95 | 2:11 pm 2:22PM |
| CASH SALE PER TON | MATERIAL | HAUL | COD TOTAL | | |
| TOTAL | MATERIAL | HAUL | TAX | OTHER CHARGES | |
| FREIGHT TIME REPORT | ARRIVE JOB | START UNLOAD | FINISH UNLOAD | JOB TIME | DELAY TIME |

We make deliveries inside the curbing at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.
VNC 1850 01-2 Rev. 06-15