

<b>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER</b> Page 1 of 2	Date	January 3, 2017	
	Project	West Hickman WWTP Administration Building Expansion / Improvements	
	Location	West Hickman WWTP	
To (Contractor)  Van Hook Enterprises, Inc 4349 S Hwy 27 Somerset, KY 42501	Contract No	59-2016	
	Original Contract Amt	\$443,000.00	
	Cumulative Amount of Previous Change Orders	\$27,901.98	
	Percent Change - Previous Change Orders		6.30%
	Total Contract Amount Prior to this Change Order	\$470,901.98	
	Change Order No	3	

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	Additional Electrical Conduit, Receptacles, and Data Requirements		\$6,914.95
2	Loose Terazzo Flooring Removal		\$2,133.25
3	Additional Quarry Tile		\$1,355.24
	Total decrease	\$0.00	
	Total increase		\$10,403.44
	Net Amount of this Change Order	\$10,403.44	
	New Contract Amount Including this Change Order	\$481,305.42	
	Percent Change - This Change Order		2.35%
	Percent Change - All Change Orders		8.65%

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

Recommended by [Signature] (Proj. Engr.) Date 1-03-17  
 Accepted by [Signature] (Contractor) Date 01-03-17  
 Approved by [Signature] (Director) Date 1-6-17  
 Approved by [Signature] (Commissioner) Date \_\_\_\_\_  
 Approved by [Signature] (Mayor or CAO) Date 31-Jan-17

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

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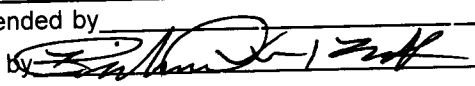
To (Contractor):  
Van Hook Enterprises, Inc.  
4349 S. Hwy 27  
Somerset, KY 42501

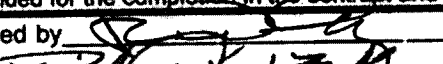
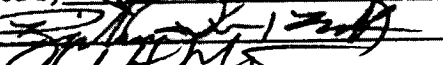
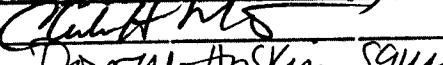
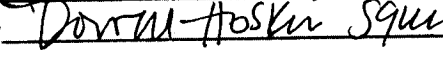
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Approved by		(Director) Date	1-6-17
Approved by		(Commissioner) Date	1-13-17
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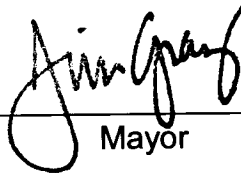
**JUSTIFICATION FOR CHANGE**

PROJECT: West Hickman WWTP Admin Building

CONTRACT NO. 59-2016

CHANGE ORDER: 3

1. Necessity for change: See attached backup related to data & electrical changes to accommodate fire/security systems, old flooring removal required to lay new flooring evenly, and additional quarry tile to fill in missing spots.
2. Is proposed change an alternate bid? \_\_\_ Yes  No
3. Will proposed change alter the physical size of the project? \_\_\_ Yes  No  
If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? \_\_\_ Yes  Not Necessary
6. Will this change affect expiration or extent of insurance coverage? \_\_\_ Yes  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: None

  
\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Date

# VANHOOK ENTERPRISES, INC.

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PO BOX 3547  
WEST SOMERSET, KY 42564  
PHONE 606-678-2737  
FAX 606-678-2634  
vanhookent@windstream.net

4349 S HWY 27  
SOMERSET, KY  
42501

An Equal Opportunity Employer M/F/H/V/D

DATE: October 4, 2016  
TO: GRW Inc.  
ATTN: John Thomas  
RE: West Hickman WWTP - Administration Building  
Nicholasville, KY

## "CHANGE ORDER REQUEST"

Due to Data & Electrical Changes, See the Following Add Change Order.

• Added Electrical Conduit & Misc Items (See Attached John Kinder Electric Back Up).....	\$ 3,812.00
• Added Receptacles (See Attached John Kinder Electric Back Up).....	\$ 750.00
• Data Requirements (See attached Koorsen Fire & Security back up) .....	<u>\$ 1,451.00</u>
	<b>SUB TOTAL</b>
	<b>\$ 6,013.00</b>
	<b>15% OH&amp;P</b>
	<b>\$ 901.95</b>
	<b>TOTAL</b>
	<b>\$ 6,914.95</b>

**Extension of Time Requested:** We Are Requesting 30 Days Additional Time to be Added to the Substantial Completion Date.

The Extension Time is Calculated Awaiting Engineer A.S.I., Pricing, Installation Time

Thank you,

*Richard Van Hook*

Richard Van Hook

dp

"Back Up"

## JOHN KINDER ELECTRIC

PO BOX 576  
VERSAILLES, KY 40383

PHONE  
859-873-9642

September 28, 2016

RE: West Hickman Administration Building

### Cost of Extra Electrical Installation:

Install a total of 6(six) 1(one inch) Tel/Com  
conduits at locations shown on drawings.

Material	\$ 932.00
Labor	\$2880.00
Total	\$3812.00

Install a total of 3(three) outside receptacles as  
shown on drawings.

Material	\$180.00
Labor	\$570.00
Total	\$750.00

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John Kinder  
John Kinder Electric

"Back Up"

DATE: October 3, 2016  
TO: Customer Contact Name  
West Hickman Admin Building  
FROM: Rick Williams  
Koorsen Fire & Security  
270-846-4468  
SUBJECT: West Hickman Admin Building ASI 004

The following is our proposal for the above project. Please let me know if you have any questions.

**System(s) Provided:** ASI 004 Voice Data Cable

**Scope of Work:**

Install additional voice data jacks per ASI004. All original notes and clarifications apply.

**Bill of Material:**

Qty	Mfr.	Device Description
9		Category 6 Jack (Red)
2		Category 6 cable
500		RG6 Coax Cable

**Pricing:** The total cost for material and labor will be..... \$1,451.00

**Notes:** Koorsen Fire & Security will, upon credit approval, bill progressively on a monthly basis until the project is complete.

KOORSEN FIRE & SECURITY TERMS AND CONDITIONS

1. AGREEMENT. Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of Koorsen Fire & Security. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties. This Agreement is made and entered into in the State of Indiana and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Indiana as if entirely performed in Indiana and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of KFS, which consent may be withheld by KFS, in its sole discretion, for any reason or no reason.
2. SALE OF INSTALLATION AND/OR EQUIPMENT. KFS shall sell to Customer and the Customer shall purchase from the KFS the installation ("System") and/or equipment ("Equipment") identified on the front of this Agreement. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees.
3. PURCHASE PRICE AND PAYMENT. Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. All charges shall be paid "NET 25 DAYS" from the date of invoice, unless otherwise specified on the invoice. If KFS retains a collection agency, legal counsel, or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. Customer acknowledges that, other than KFS's completion of installation of a System, payment to KFS is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
4. ALLOCATION OF RISK OF LOSS. Any risk of loss associated with the Equipment remains with KFS until the goods arrive at the place of delivery. After the goods arrive at the place of delivery, the risk shall be exclusively that of the Customer. The risk of loss remains with the Customer, even regarding Equipment that is subsequently returned to KFS until receipt by KFS.
5. JOBSITE, APPROVAL AND PERMITS. Unless otherwise specified, Customer shall provide, at Customer's expense, all approvals and permits required by applicable law. Customer will make premises available without interruption during KFS normal working hours, 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. Customer understands that the installation will necessitate drilling into various parts of the premises. KFS intends, generally, to conceal wiring in the finished areas of the premises; however, there may be areas in which due to construction, decoration, or furnishing of the premises KFS determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases wire will be exposed. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. Customer has the authority to engage KFS to carry out the installation in the premises. The Customer agrees to furnish any necessary electric current.

through the Customer's meter and at the Customer's own expense Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system. Customer has the affirmative duty to inform KFS, prior to beginning of installation of every location at the premises where KFS' employees or agents should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, KFS will cease work until Customer, at its sole expense, obtains clearance from a licensed asbestos removal or hazardous material contractor and that continuation of work will not pose any danger to KFS personnel. In no case shall KFS be liable for discovery or exposure of hidden asbestos or other hazardous material, and Customer shall indemnify and hold KFS and its employees harmless from any claims brought against KFS and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective, allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Customer's premises.

6. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to KFS a security interest in the System or Equipment to secure payment of the purchase price and grants to KFS an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of KFS, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. KFS shall have all of the rights of a secured creditor under the Uniform Commercial Code including the right to enter Customer's premises and to disable or remove the System and equipment, or both.
7. **LIMITED WARRANTY.** *Unless otherwise stated, any part of the system, including the wing, installed under this Agreement which proves to be defective material within one (1) year of the date of completion of installation will be repaired or replaced at KFS' option with a new or functionally operative part. Labor required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of one (1) year following the completion of the original installation. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. To obtain service under this warranty, call or write our local KFS Service Department at the telephone number or address found in your local yellow pages. This warranty is void if the system is inspected, tested, or serviced by anyone other than Koorsen Fire & Security during the warranty period. **THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, AND KFS DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.***
8. **BREACH BY KFS.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against KFS for KFS's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by KFS, unless: (i) Customer notifies KFS in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided KFS does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice, and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.
9. **LIMITATION OF LIABILITY.** THE AMOUNTS PAYABLE TO KFS HEREIN UNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF KFS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF KFS AND AGREES THAT KFS SHALL BE EXEMPT FROM LIABILITY FOR LOSS,

DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT. IF KFS SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE OF KFS, ITS AGENTS OR EMPLOYEES, FOR REPAIR, TESTING OR INSTALLATION OF ANY SPRINKLER SYSTEM AND ITS PARTS. IT IS CUSTOMER'S RESPONSIBILITY TO SHOW KFS ALL DRAIN VALVES INCLUDING THOSE HIDDEN ABOVE THE CEILING OR IN A WALL. KFS WILL NOT BE RESPONSIBLE FOR WATER DAMAGE CAUSED FROM ANY UNDISCLOSED DRAIN VALVE, WHETHER OR NOT IT WAS KNOWN TO CUSTOMER.

10. **INDEMNIFICATION.** Customer indemnifies KFS, holds KFS harmless and agrees to defend KFS from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims, demands, losses, damages (including without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including without limitation, strict liability and joint and several liability), costs and expenses (including, without limitation, fines, penalties and the reasonable costs of investigation, court costs, costs of arbitration, costs of appeal, and reasonable attorneys' fees) (collectively referred to as "Damages") arising out of or relating to, directly or indirectly, a breach of the Agreement by Customer, or the action or inaction of KFS in the performance of the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the recklessness or willful misconduct of KFS, when deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages. As used in this paragraph, the term "KFS" shall include KFS's employees, agents, representatives, shareholders, officers, directors and subcontractors, at any level, and the subcontractors' representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.
11. **INSURANCE.** IT IS UNDERSTOOD THAT KFS IS NOT AN INSURER THAT IT SHALL SPECIFICALLY BE THE OBLIGATION OF CUSTOMER TO PURCHASE ANY INSURANCE WHICH CUSTOMER DESIRES TO PROTECT ITSELF FROM LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.
12. **SUBROGATION.** Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or KFS or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each parties' insurance policies contain a clause to the effect that this release shall not affect said policies or the right of the insured to recover.
13. **CONSENT TO VENUE.** Customer consents to the exclusive jurisdiction and venue of Courts of the State of Indiana and Marion County with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail at the address on the front of this Agreement.
14. **USE OF DESIGNS AND DATA.** Any knowledge or information, including drawings and data, which KFS shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be



deemed to be KFS's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use such information. KFS does not grant to Customer any reproduction rights or any rights to use such information

**15 SERVICES NOT INCLUDED**

- A. When a labor price is submitted it is based on all work being performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:45 p.m., Monday through Friday, except holidays.
- B. Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work, painting, carpentry work and the like.
- C. If applicable, Customer shall also provide a wiring conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
- D. If applicable, Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc., upon actuation of any provided pressure release trip device. Unless specifically indicated in the Proposal, services do not include costs for any discharge or

concentration tests required by approval authorities.

- E. No provision to exhaust any discharged agent is included in this Proposal.
  - F. Should an employee of KFS be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.
  - G. THIS PROPOSAL/ESTIMATE IS BASED ON NON-UNION WAGES. IF KFS IS REQUIRED TO PAY DIFFERENT WAGES, SUCH AS PREVAILING WAGES UNDER THE GUIDELINES OF THE US DEPT. OF LABOR, FOR ANY PORTION OF THIS WORK, KFS RESERVES THE RIGHT TO REPRICE ACCORDINGLY.
- 16. MECHANICS' LIEN NOTICE** Where KFS is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed and understands KFS's intention to file a Mechanic's Lien if and when KFS is not paid. The subcontractor is KFS and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement and any amendments or change orders as of the date of filing a Mechanic's Lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanic's Lien Notice.

<b>Koorsen Fire &amp; Security</b>	<b>Title Systems Sales</b>	<b>Date</b>	<b>Purchase Order #</b>
<b>Customer Acceptance</b>	<b>Title</b>	<b>Date</b>	<b>Customer Name Printed</b>

# VANHOOK ENTERPRISES, INC.

---

PO BOX 3547  
WEST SOMERSET, KY 42564  
PHONE: 606-678-2737  
FAX: 606-678-2634  
vanhookent@windstream.net

4349 S HWY 27  
SOMERSET, KY  
42501

"An Equal Opportunity Employer M/F/H/V/D"

DATE: November 17, 2016  
TO: GRW Inc.  
ATTN: John Thomas / Rick Day  
RE: West Hickman WWTP - Administration Building  
Nicholasville, KY

## "CHANGE ORDER REQUEST"

Existing Terrazzo flooring loose in several areas of the existing lobby and new lab area.

New flooring cannot be laid over loose Terrazzo, therefore, Terrazzo removal is recommended.

• 26.5 Man Hours Labor #1 (\$35.00 / Hour).....	\$ 927.50
• 26.5 Man Hours Labor #2 (\$35.00 / Hour).....	\$ 927.50
<b>SUB TOTAL</b>	<b>\$1,855.00</b>
<b>15% OH&amp;P</b>	<b>\$ 278.25</b>
<b>TOTAL</b>	<b>\$2,133.25</b>

Thank you,

*Richard Van Hook*

Richard Van Hook

dp

# VANHOOK ENTERPRISES, INC.

---

PO BOX 3547  
WEST SOMERSET, KY 42564  
PHONE: 606-678-2737  
FAX: 606-678-2634  
vanhookent@windstream.net

4349 S HWY 27  
SOMERSET, KY  
42501

*"An Equal Opportunity Employer M/F/H/V/D"*

DATE: 11/16/2016  
TO: G.R.W.  
ATTN: John Thomas / Rick Day  
RE: West Hickman  
WWTP Administration Building

## **"CHANGE ORDER REQUEST"** **Additional Quarry Tile**

### **Scope of Work:**

- Additional Quarry Tile around the perimeters and existing break room as needed ( See attached back up ) \$1,178.47

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<b>Subtotal</b>	<b>\$1,178.47</b>
<b>OH&amp;P</b>	<b>\$ 176.77</b>
<b>Total</b>	<b>\$1,355.24</b>

Note: Attached is the pricing from our quarry dealer

Thank you,

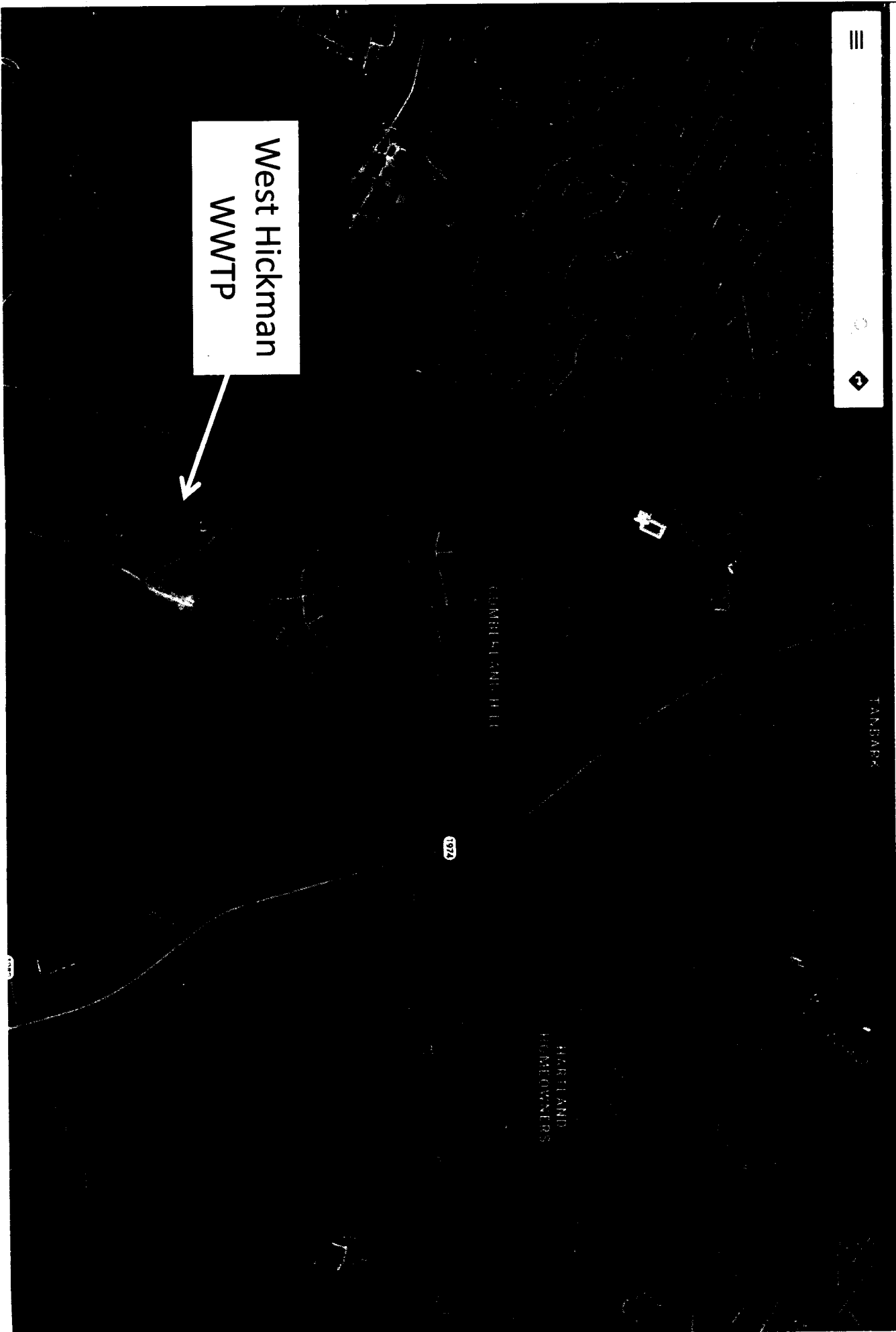
Richard Vanhook

To VanHook Enterprises  
From CG Patterson/ Carpet One  
Date November 16,2016  
Re water treatment plant

Per Jobsite Superintendent Rick, I have put together of proposal to make some repairs in the lunch/  
breakroom at the LFUCG water treatment plant we are working at.

Using Quarry tile color Sahara Sand in 6x6 tile to fill in some missing spots and bullnose 6x6 base to go  
around the walls we will fill in any missing wall base. We cannot use quarry tile cove base to do the  
repairs since there is not enough space to drop the base down flush with existing quarry tile. Pricing  
below is broken down with material and labor.

Material	\$628.47
Labor	\$550.00
Total	\$1,178.47



West Hickman  
WWTP

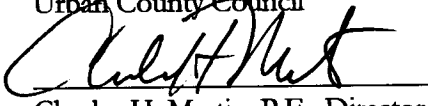
MAYOR JIM GRAY



**LEXINGTON**

CHARLES H. MARTIN P.E.  
DIRECTOR  
WATER QUALITY

TO: Mayor Jim Gray  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: January 4, 2017

SUBJECT: West Hickman WWTP Administration Building Expansion/Improvements Project –  
Change Order #3 (Final)

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Request

The Division of Water Quality requests approval of Change Order #3 (Final) to the LFUCG contract with Van Hook Enterprises, Inc. for construction services associated with the West Hickman Waste Water Treatment Plant Administrative Building Expansion / Improvements Project.

Purpose of Request

The purpose of this request is to compensate the contractor for expenses related to providing additional electrical conduit, receptacles, and voice data jacks for the ASI004 fire/security system; removing loose Terrazzo flooring; and providing additional Quarry tile base needed in existing breakroom to match new materials.

Project Cost in FY17 and in Future Budget Years

The change order results in an increase of \$10,403.44 to the contract. The revised contract amount including this change order will be \$481,305.42 representing an 8.65% increase of the original contract amount. There is no impact for future fiscal years.

Are Funds Budgeted

Funds are budgeted in: 4003-303401-3401-92711-WHWWTPADMINBLDG CONSTRUCT

Martin/Hoskins-Squier

