



Kenton County School District | It's about ALL kids.

**THE KENTON COUNTY BOARD OF  
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY  
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

2/22/18

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Bid Award for Twenhofel Bus Garage/Demolition Phase 1 – BG 18-037 Enc.

**APPLICABLE BOARD POLICY:**

Capital Construction Process – 702 KAR 4:160

**HISTORY/BACKGROUND:**

On February 2, 2018 bids were received for the Twenhofel Bus Garage /Demolition Phase I Project BG 18-037. The associated enclosure includes the Bid Tabulation Sheet which lists all bidders, the quotation of each bidder, the base bid and selected alternates, and the letter of recommendation from PCA Architecture. The best evaluated bidder was Logan Creek, LLC.

**FISCAL/BUDGETARY IMPACT:**

Local bond sale proceeds in the amount of \$1,065,000.

**RECOMMENDATION:**

It is recommended that the Board approve the bid for Twenhofel Bus Garage/Demolition BG 18-037 and award this construction project to Logan Creek, LLC. in the amount of \$756,054.00 which includes acceptance of alternate number one and approval to execute the proposed AIA Standard Form of Agreement Between Owner and Contractor, contingent on KDE approval.

**CONTACT PERSON:**

Rob Haney, Executive Director of Support Operations and Finance

\_\_\_\_\_  
Principal

  
\_\_\_\_\_  
District Administrator

  
\_\_\_\_\_  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jesica Jehn  
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."



## PCA ARCHITECTURE

2018.02.15

Dr. Henry Webb, Superintendent of Schools  
The Kenton County School District  
1055 Eaton Drive  
Ft. Wright, KY 41017

Re: BG No. 18-037  
Twenhofel Bus Lot and Garage Phase 1 - Demolition  
Bid Recommendation

Dear Dr. Webb:

On Friday, February 2, 2018 we received bids for the Twenhofel Bus Lot and Garage Phase 1 project. The following four base bids were received:

<b>Steven Rauch</b>	<b>\$469,000.00</b>
<b>Logan Creek, LLC</b>	<b>\$596,906.00</b>
<b>Lanigan Construction, LLC</b>	<b>\$746,066.00</b>
<b>Century Construction, Inc.</b>	<b>\$784,000.00</b>
<b>O'Rourke Wrecking</b>	<b>\$811,400.00</b>
<b>Evans Landscaping</b>	<b>\$856,982.00</b>
<b>Sunesis</b>	<b>\$868,000.00</b>
<b>Bray</b>	<b>\$1,027,373.00</b>
<b>Smith Bros.</b>	<b>\$1,097,416.59</b>

We also received alternate bids for the following item:

1. Alternate No. 1: Add East asphalt parking lot.

The attached Bid Tabulation dated February 2, 2018, lists the prices received for the alternate listed above. The bid by Smith Bros. is considered non-responsive as they acknowledge only one of the three issued Addenda. Following discussion with KCSD staff, we recommended accepting the alternate. This

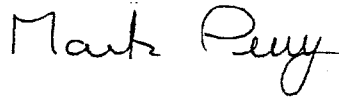
decision then resulted in the bid by Steven Rauch as being considered non-responsive as they failed to acknowledge the alternate on their Form of Proposal.

The bid proposal qualification process was implemented as outlined in Section 001153 of the bidding documents. Review of submitted contractor qualifications from Logan Creek, Lanigan, and Century took place on Thursday, February 8, 2018. This analysis included representatives from the District, the design team, and the District's hazardous materials consultant. Subsequent interviews with those three bidders, which included each bidder's listed hazardous material abatement subcontractor, were conducted on Wednesday, February 14, 2018. The bid proposal qualification process resulted in a decision made by consensus and determined the best and lowest bid.

We recommend accepting the qualified bid from Logan Creek, LLC, including Alternate 1, for a total contract value of **\$756,054.00**.

Sincerely,

PCA ARCHITECTURE <sup>PSC</sup>

A handwritten signature in black ink that reads "Mark Perry". The signature is written in a cursive, flowing style.

Mark Perry  
Associate

Cc: Mr. Rob Haney, KCSD  
Mr. Danny Mann, KCSD

## BID Tabulation

**Bid Opening: Tuesday - February 2, 2018 - 2:00PM**

## Twenhofel Bus Lot and Garage

## Phase 1 - Demolition

[illegible]

# Kentucky Department of Education Version of **AIA**<sup>®</sup> Document A101<sup>™</sup> – 2007

*Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a Stipulated Sum*



This version of AIA Document A101<sup>™</sup>–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101–2007 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

Cite this document as "AIA Document A101<sup>™</sup>– 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version," or "AIA Document A101<sup>™</sup>–2007 — KDE Version."

# Kentucky Department of Education Version of AIA Document A101 – 2007

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the \_\_\_\_\_ day of March  
in the year Two Thousand Eighteen  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)  
Kenton County Board of Education  
1055 Eaton Drive  
Ft. Wright, KY 41017

and the Contractor:  
(Name, legal status, address and other information)  
Logan Creek, LLC  
11404 Bond Rd.  
Harrison, OH 45030

for the following Project:  
(Name, location and detailed description)  
Twenhofel Bus Lot and Garage - Phase 1  
11800 Taylor Mill Rd, Independence, KY 41051



This version of AIA Document A101–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Architect:  
(Name, legal status, address and other information)  
PCA Architecture, PSC  
1881 Dixie Highway; Suite 130  
Ft. Wright, KY 41011

The Owner and Contractor agree as follows.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Owner direct Purchase Orders, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than August 1, 2018 ( ) days from the date of commencement, or as follows: *(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of two-thousand dollars (\$ 2,000.00 ), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be seven hundred fifty-six thousand, fifty-four dollars and zero cents (\$ 756,054.00 ), subject to additions and deductions as provided in the Contract Documents.

*(List the base bid amount, sum of accepted alternates, total construction cost (the sum of base bid amount plus sum of accepted alternates), sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders. Either list this information here or refer to an exhibit attached to this Agreement.)*

	Amount
Base Bid	\$ 596,906.00
Sum of Accepted Alternates	\$ 159,148.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 756,054.00
Sum of Owner's direct Purchase Orders	\$ 0.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 756,054.00



§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires. Either list alternates here or refer to an exhibit attached to this Agreement.)*

Number	Item Description	Amount
1	Add east asphalt parking lot	\$159,148.00
	Total of Alternates	\$159,148.00

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable. Either list unit prices here or refer to an exhibit attached to this Agreement.)*

See attached "Unit Prices" included in the "Form of Proposal."

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)*

Item	Price
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## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty ( 60 ) days after the Architect receives the Application for Payment.

State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Contractor within forty-five (45) business days following receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Contractor beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent ( 10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction — KDE Version;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007 — KDE Version.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-2007 — KDE Version requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007 — KDE Version.

**§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:**

*When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.*

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 the Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 — KDE Version, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007 — KDE Version, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007 — KDE Version
- ☐ Litigation in a court of competent jurisdiction where the Project is located
- ☒ Other: *(Specify)*  
Non-binding arbitration followed by litigation in a court of competent jurisdiction where the Project is located.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007 — KDE Version.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007 — KDE Version.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 — KDE Version or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

12.00% per annum

§ 8.3 The Owner's representative:

*(Name, address and other information)*

Mr. Danny Mann  
Kenton County Board of Education  
1055 Eaton Drive  
Ft. Wright, KY 41017

M: 859-466-2135

E: danny.mann@kenton.kyschools.us

§ 8.4 The Contractor's representative:

*(Name, address and other information)*

Mr. Jason Loechel  
Logan Creek, LLC  
11404 Bond Road  
Harrison, Ohio 45030

O: 513-202-0000

M: 513-310-6987

Init.

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor — KDE Version.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction — KDE Version.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

*(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)*

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

See Attachment "A"

Section	Title	Date	Pages
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init.

§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

See Attachment "B"

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

*(Either list the Addenda here or refer to an exhibit attached to this Agreement.)*

Number	Date	Pages
Addendum No. 01	2018.01.17	Two (2) pages plus attachments
Addendum No. 02	2018.01.23	One (1) page
Addendum No. 03	2018.01.25	One (1) page

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 — KDE Version provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

- A. AIA Document A701-1997, Instructions to Bidders — KDE Version
- B. Contractor's Form of Proposal
- C. KDE Purchase Order Summary Form

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007 – KDE Version.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007 – KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)*

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

**Section 9.1.4**  
**Attachment "A"**  
**Specifications List**



# Attachment A

Phase 1 - Demolition  
Twenhofel Bus Lot and Garage  
Independence, Kentucky  
Kenton County School District

Project No. 2017-087  
January 2018

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## TABLE OF CONTENTS

DRAWING LIST	EXHIBIT "A"
HAZARDOUS MATERIALS REPORT- <i>FOR INFORMATION ONLY</i>	EXHIBIT "B"
KENTON COUNTY SCHOOL DISTRICT PURCHASE ORDER AND CONDITIONS SAMPLE FORM - FOR INFORMATION ONLY	EXHIBIT "C"

## BIDDING REQUIREMENTS

LEGAL NOTICE, ADVERTISEMENT FOR PROPOSALS  
INSTRUCTIONS TO BIDDERS (AIA A701 1997 Kentucky Department of Education Version)  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS  
001153 QUALIFICATION OF BID PROPOSAL  
CONTRACTOR'S QUALIFICATION STATEMENT (AIA A305, 1986)

## BID DOCUMENTS

KENTUCKY DEPARTMENT OF EDUCATION FORM OF PROPOSAL  
BID BOND (AIA A310, 2010)  
NONCOLLUSION AFFIDAVIT-2013 (KDE)

## CONTRACT REQUIREMENTS

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (AIA A101 – 2007  
Kentucky Department of Education Version)  
AMENDMENT TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND  
CONTRACTOR (AIA A101-2007 Kentucky Department of Education Version)  
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AIA A201-2007 Kentucky  
Department of Education Version)  
SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AIA A201-  
2007 Kentucky Department of Education Version)  
PERFORMANCE BOND AND PAYMENT BOND (AIA 312, 2010 Kentucky Department of Education  
Version)

## DIVISION 1 - GENERAL REQUIREMENTS

011000	SUMMARY
012200	UNIT PRICES
012300	ALTERNATES
012500	SUBSTITUTION PROCEDURES
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES

# Attachment A

Phase 1 - Demolition  
Twenhofel Bus Lot and Garage  
Independence, Kentucky  
Kenton County School District

Project No. 2017-087  
January 2018

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013100	PROJECT MANAGEMENT AND COORDINATION
013200	CONSTRUCTION PROGRESS DOCUMENTATION
013300	SUBMITTAL PROCEDURES
013400	HAZARDOUS MATERIALS
014000	QUALITY REQUIREMENTS
014200	REFERENCES
015000	TEMPORARY FACILITIES & CONTROLS
016000	PRODUCT REQUIREMENTS
017300	EXECUTION
017700	CLOSEOUT PROCEDURES
017823	OPERATION AND MAINTENANCE DATA
017839	PROJECT RECORD DOCUMENTS
017900	DEMONSTRATION AND TRAINING

## DIVISION 2 – EXISTING CONDITIONS

024116	SELECTIVE DEMOLITION
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## DIVISION 26 – ELECTRICAL

265123	EXTERIOR LIGHTING
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## DIVISION 31 - EARTHWORK

311000	SITE CLEARING
312000	EARTH MOVING

## DIVISION 32 – EXTERIOR IMPROVEMENTS

321216	ASPHALT PAVING
321313	CONCRETE PAVING
321373	CONCRETE PAVING JOINT SEALANTS
321723	PAVEMENT MARKINGS
329113	SOIL PREPARATION
329200	TURF AND GRASSES

END OF TABLE OF CONTENTS

**Section 9.1.5**  
**Attachment “B”**  
**Drawing List**

# Attachment B

Phase 1 - Demolition  
Twenhofel Bus Lot and Garage  
Independence, Kentucky  
Kenton County School District

Project No. 2017-087  
January 2018

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## DRAWING LIST    EXHIBIT A

### VOLUME 1

#### GENERAL

G000    COVER SHEET / GENERAL NOTES

#### CIVIL

C1.0    SITE DEMOLITION PLAN

C1.1    UTILITY DEMOLITION PLAN

C2.0    SITE PLAN

C3.0    UTILITY PLAN

C4.0    GRADING PLAN

C5.0    STORM WATER POLLUTION PREVENTION PLAN

C5.1    SWPPP NOTES AND DETAILS

#### ELECTRICAL

UE200    SITE PLAN - ELECTRICAL

UE300    ELECTRICAL DETAILS

END OF EXHIBIT A – DRAWING LIST

## **Section 9.1.7-2**

### **B. Contractor's Form of Proposal**

BG No. 18-037

Date: 2-1-2018 To: (Owner) Kentucky Dept of Education

Project Name: Twenhofel Bus lot + Garage Bid Package No. 18-037

City, County: Independance Kenton County

Name of Contractor: Logan Creek LLC

Mailing Address: 11404 Bond Rd Harrison, OH 46030

Business Address: Same Telephone: 513-202-0000

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum 1, 2, 3 (Insert the addendum numbers received or the word "none" if no addendum received.)

**BASE BID:** For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

\$ 596,906.00  
Use Figures

Five Hundred Ninety Six Thousand Nine Hundred Six Dollars & Zero Cents  
Use Words Use Words

**ALTERNATE BIDS:** (If applicable and denoted in the Bidding Documents)

For omission from or addition to those items, services, or construction specified in Bidding Documents by alternate number, the following lump sum price will be added or deducted from the base bid.

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change (from the Base Bid)
		<u>\$159,148.00</u>		
Alt. Bid No. 1	Add east asphalt lot	<del>0000000000</del>		<input type="checkbox"/>
Alt. Bid No. 2				<input type="checkbox"/>
Alt. Bid No. 3				<input type="checkbox"/>
Alt. Bid No. 4				<input type="checkbox"/>
Alt. Bid No. 5				<input type="checkbox"/>
Alt. Bid No. 6				<input type="checkbox"/>
Alt. Bid No. 7				<input type="checkbox"/>
Alt. Bid No. 8				<input type="checkbox"/>
Alt. Bid No. 9				<input type="checkbox"/>
Alt. Bid No. 10				<input type="checkbox"/>

A maximum of 10 Alternate Bids will be acceptable with each Base Bid. Do not add supplemental sheets for Alternate Bids to this document.

LIST OF PROPOSED SUBCONTRACTORS:

List on the lines below each major branch of work and the subcontractor involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The architect/engineer will evaluate the ability of all listed subcontractors to complete the work and notify the owner. Listing of the bidder as the subcontractor may invalidate the bid should the architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

A maximum of 40 subcontractors will be acceptable with each bid. Do not add supplemental sheets for subcontractors to this document.

The bidder shall submit the list of subcontractors with the bid.

	<b>BRANCH OF WORK</b> (to be filled out by the Architect)	<b>SUBCONTRACTOR</b> (to be filled out by the contractor)
1.	Hazardous Material Abatement	Rainbow Environmental
2.	Demolition	—
3.	Earthwork	—
4.	Asphalt Paving	Eaton
5.	Electrical	Delta Electric
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17.		

*Logan Creek, LLC*

11404 Bond Rd

Harrison, OH 45030

513-202-0000

February 2, 2018

Kenton County Board of Education

1055 Eaton Drive

Fort Wright, KY 41017

RE: Logan Creek's bid for Phase 1 Twenhofel

Please use this letter as a notice of intent. In Logan Creek, LLC's bid documents, page 2 of 11, the slash marks in line 2. Demolition & line 3. Earthwork was meant as self performed. Our company, Logan Creek LLC, will perform the demolition and earthwork. Please see enclosed updated page 2.

Thank you for your consideration!



Wendy Sullivan

Office Manager

Logan Creek, LLC

513-417-1325



		<u>SUBCONTRACTOR</u> (to be filled out by the Contractor)
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LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

A maximum of 40 suppliers and manufacturers will be acceptable with each bid. Do not add supplemental sheets for suppliers to this document.

The bidder shall submit the list of suppliers and manufacturers within one (1) hour of the bid.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	Blacktop	Eaton	
2.			
3.			
4.			
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	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
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**UNIT PRICES:**

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

A maximum of 40 unit prices will be acceptable with each bid. Do not add supplemental sheets for unit pricing to this document.

The bidder shall submit the list of unit prices within one (1) hour of the bid.

	<b><u>WORK</u></b> (to be filled out by the Architect)	<b><u>PRICE / UNIT</u></b> (to be filled out by the Contractor)	<b><u>UNIT</u></b> (to be filled out by the Contractor)
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19.			

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
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DIRECT MATERIAL PURCHASES:

Indicate on the lines below those materials to be purchased directly by the Owner with a Purchase Order to be issued by the Owner to the individual suppliers. The value of the direct Purchase Order cannot be less than \$5,000. Following the approval of bids, the Contractor shall formalize this list by completing and submitting the electronic Purchase Order Summary Form provided by KDE. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

A maximum of 50 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.

The bidder shall submit the list of Purchase Orders within four (4) days of the bid.

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
1.			
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19.			

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
20.			
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	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
45.			
46.			
47.			
48.			
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50.			



TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR / BIDDER: Logan Creek, LLC

AUTHORIZED REPRESENTATIVE'S NAME: Wendy Sullivan  
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): Wendy Sullivan

AUTHORIZED REPRESENTATIVE'S TITLE: Office Manager

**NOTICE:** Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000.

This form shall not be modified.

The undersigned agent, being duly sworn, states that neither he/she nor his/her firm has any relationship (financial or through kinship) to:

- ☒ Any school board member or the superintendent;
- ☒ Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned further states that he/she has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he/she attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship you may have to any parties as mentioned above on this project.

NONE

This affidavit is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

Wendy Sullivan  
Name

Office Manager  
Title

Logan Creek, LLC  
Name of Company

Subscribed and Sworn to Me this

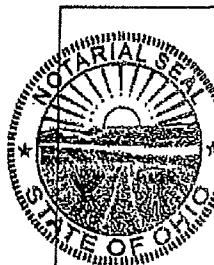
1<sup>st</sup> day of Feb

20 18

Diane Fay Kathmann  
Notary Signature

My Commission expires:

5/21/ 20 22



DIANE FAY KATHMANN  
Notary Public, State of Ohio  
My Commission Expires 05-21-2022

Notary Seal