



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

Issue Paper

DATE:

05/26/2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve the bid award with Morel Construction for the new Transportation and Operations Support Center (BG 23-173) and the associated Kentucky Department of Education AIA (American Institute of Architects) contract.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board; 04.31 Authority to Encumber and Expend Funds: 702 KAR 4:160

HISTORY/BACKGROUND:

The original BG-1 (Buildings and Grounds) Construction Application was approved by the Kenton County Board of Education on October 3, 2022. Bids were opened and read on Tuesday, May 23, 2023 for the new Transportation and Operations Support Center. Two (2) bids were received: Monarch Construction and Morel Construction. Morel Construction was the lowest bid, including bid alternates 1, 3, 4, and 5, and the best evaluated bid.

FISCAL/BUDGETARY IMPACT:

\$29,703,000.

RECOMMENDATION:

Approval to award the bid to Morel Construction for the new Transportation and Operations Support Center (BG 23-173) and the associated Kentucky Department of Education AIA (American Institute of Architects) contract.

CONTACT PERSON:

Rob Haney, Chief Operations Officer

Principal/Administrator



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.



GRW | engineering | architecture | geospatial
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May 30, 2023

Rob Haney, Chief Operations Officer
Kenton County School District
1055 Eaton Dr.
Ft. Wright, KY 41017

Re: Recommendation of Bid Award
Kenton County Public Schools, BG 23-173
Support Operations Center

Mr. Haney:

GRW has reviewed the bid information submitted by the two bidders including bid form, qualifications statement, project references, project manager resume, and site superintendent resume. Kenton County School District has forwarded the bid tabulation / score sheet scoring indicating Morel Construction Co. LLC as the high scorer. Based on the information we have received and reviewed GRW recommends awarding the project to Morel Construction Co. LLC.

Please let me know if you have any questions or if you require any additional information prior to award of the contract.

Sincerely,

James K. Piper, Jr., AIA

**THE KENTON COUNTY SCHOOL DISTRICT
SUPPORT OPERATIONS CENTER (BG 23-173)
BID TABULATION**

BID (60 points Possible)							
Bidder	Base Bid	Alternate 1 - Deduct Operations Warehouse	Alternate 3 - Add Unleaded Fueling System	Alternate 4 - Add Siemens Controls	Alternate 5 - Add Water Recycling	Total	Points Awarded
Monarch Construction	\$ 29,375,000	Not Accepted	\$ 425,000	\$ -	\$ 14,000	\$ 29,814,000	59.78
Morel Construction	\$ 29,550,000	Not Accepted	\$ 138,000	\$ -	\$ 15,000	\$ 29,703,000	60.00

FIRM EXPERIENCE & QUALIFICATIONS (15 Points Possible)				
	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score
Monarch Construction	13	14	15	14.0
Morel Construction	12	13	14	13.0
BUSINESS PRACTICE (10 Points Possible)				
	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score
Monarch Construction	9	8	10	9.0
Morel Construction	9	8	9	8.7
REFERENCES (15 Points Possible)				
	KCSD			Avg Score
Monarch Construction	12			12.0
Morel Construction	13.5			13.5

**The Kenton County School District reserves the right to provide the sole score since they have experience with both companies.*

TOTALS (100 Points Possible)					
	BID	FIRM EXPERIENCE & QUALIFICATIONS	BUSINESS PRACTICE	REFERENCES	TOTAL POINTS
Monarch Construction	59.78	14.00	9.00	12.00	94.78
Morel Construction	60.00	13.00	8.67	13.50	95.17

= Best Overall Evaluated Bidder

BG No. 23-173

Date: May 23, 2023 To: (Owner) Kenton County Board of Education

Project Name: Kenton County School District Support Operations Center

Bid Package: **General Construction**

City, County: Independence / Kenton County

Name of Contractor: Morel Construction Co., LLC

Mailing Address:

627 West Main Street, Louisville, KY 40202

Business Address:

Same

Telephone: (502) 489-0286

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:

\$29,550,000.00

Use Figures

Twenty nine million Five hundred Fifty thousand Dollars &
Use Words

ZERO Cents
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
Alt. Bid No. 1	Operations Warehouse	<u> </u>	<u>1,035,000.00</u>	<input type="checkbox"/>
Alt. Bid No. 2	Bus Walkway Shelters (Removed from Construction Documents)	<u> </u>	<u> </u>	<input type="checkbox"/>
Alt. Bid No. 3	Unleaded Fueling System	<u>138,000.00</u>	<u> </u>	<input type="checkbox"/>
Alt. Bid No. 4	Siemens DDC Temperature Controls	<u> </u>	<u> </u>	<input checked="" type="checkbox"/>
Alt. Bid No. 5	Water Recycling Option	<u>15,000.00</u>	<u> </u>	<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"/>

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.

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1.	Structure Demolition	Taylor Brothers
2.	Underground Storage Tank Removal	Same as #1
3.	Concrete Foundations / Floor Slabs	KNSC Concrete
4.	Masonry	Kurzhal's
5.	Steel Erection	Avenue
6.	SBS Modified Bitumen Roofing	Kramer
7.	Standing Seam Metal Roofing	Same as #6
8.	Sectional / Coiling Doors	O.H. Door Cmn.
9.	Doors / Frames	Morch Construction
10.	Door Hardware	Morch Construction
11.	Aluminum Curtain Wall / Doors / Glazing	Fisher Contract Glazing
12.	Metal Stairs and Railings	Avenue
13.	Metal stud framing / Gypsum Board	Specialty Interior
14.	Suspended Ceilings	Specialty Interior
15.	Ceramic Tile	Axis Floor
16.	Flooring	Axis Floor
17.	Painting	Lehr
18.	Bus Lift Equipment	Norman Story
19.	Bus Wash Equipment	N.S. Corp.
20.	Vehicle Fluids Systems	R.J.A.

21.	Fire Protection	Dalmatian
22.	Plumbing	Schmidt
23.	HVAC	Hudson
24.	Test, Adjust, and Balance	Same as #23
25.	Temperature Controls	Same as #23
27.	Electrical	Delfa
28.	Fire Alarm	Same as #27
29.	Lightning Protection	Same as #27
30.	Electronic Safety and Security	American Sound
31.	Earthwork	Reds
32.	Rammed Aggregate Piers	Geopier
33.	Asphalt Paving	Riegler
34.	Concrete Paving	Same as #3
35.	Chain Link Fence and Gates	Mills Fence
36.	Precast Modular Block Retaining Walls	Anderson
37.	Grass / Plantings	Show place
38.	Above Ground Fuel Tanks	Petro Towerly
39.	Drilled Pier – Soil and Rock Excavation	NA
40.	Drilled Pier – Permanent Steel Casings - Installed	NA
41.	Drilled Pier - Concrete	NA
42.	Drilled Pier - Reinforcement	NA

NAME OF CONTRACTOR / BIDDER:

MOREL CONSTRUCTION CO., LLC

AUTHORIZED

Kenneth C Morel

REPRESENTATIVE'S

NAME:

Signature

AUTHORIZED

REPRESENTATIVE'S

NAME

(printed):

KENNETH C. MOREL

AUTHORIZED REPRESENTATIVE'S TITLE: PRESIDENT

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

This form shall not be modified.

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morel Construction Co., LLC
627 West Main Street
Louisville, KY 40202

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: Five Percent (5%) of the amount of the bid----

PROJECT:

(Name, location or address, and Project number, if any)

Kenton County School District Support Operations Center
Independence, KY

Project Number, if any:


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of May, 2023


(Witness)


(Witness) Kevin H Bowling

Morel Construction Co., LLC

(Principal)  (Seal)
(Title) Kenneth C. Morel, President

Travelers Casualty and Surety Company of America
(Surety)  (Seal)

(Title) William A. Kantlehner, III, Attorney-in-Fact

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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TRAVELERS**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company****POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrea Cortes, Elizabeth Dawson, William A. Kantlehner III, William A. Kantlehner IV, Ryan P. Mitchell, Thomas J. Mitchell, S. Annette Mullet, Christopher E. von Allmen, Andrew O. Mucci, Kevin H. Bowling, Adam Terry, and Andrew G. Windhorst Jr.** of Louisville, Kentucky their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies, business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.



By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of May, 2023



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.