


THIS IS A DECISION PAPER

TO: Members of the Nelson County Board of Education

FROM:  Tim Hockensmith, Executive Director of Administrative Services

CC: Anthony Orr, Superintendent

DATE: July 20, 2010

RE: Cox's Creek Roof

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ISSUE: KDE approvals for Cox's Creek Roof

RECOMMENDATION: I recommend the Nelson County Board of Education approve the attached revised BG-1, revised BG-3 and the construction contract for the roof replacement at Cox's Creek in accordance with 702 KAR 4:160.

RECOMMENDED MOTION: I move that the Nelson County Board of Education approve the attached revised BG-1, revised BG-3 and the construction contract for the roof replacement at Cox's Creek in accordance with 702 KAR 4:160.

II. PROPOSED PLAN TO FINANCE APPLICATION

A. Statement of Probable Costs:

1. Total Construction Cost	<u>\$242,750.00</u>
2. Architect/Engineer Fee	<u>\$21,119.25</u>
3. Construction Manager Fee	<u>\$0.00</u>
4. Bond Discount	<u>\$0.00</u>
5. Fiscal Agent Fee	<u>\$0.00</u>
6. Contingencies	<u>\$12,137.50</u>
7. Site Acquisition	<u>\$0.00</u>
8. Equipment/Furnishings	<u>\$0.00</u>
9. Equipment/Computers	<u>\$0.00</u>
10. Technology Network Sys. (KETS)	<u>\$0.00</u>
11. Other*	<u>\$0.00</u>
12. Other*	<u>\$0.00</u>
13. Other*	<u>\$0.00</u>
14. Other*	<u>\$0.00</u>
Total Estimated Cost	<u>\$276,006.75</u>

\*Define

B. Funds Available:

1. SFCC Cash Requirement	<u>\$0.00</u>
2. SFCC Bond Req.	<u>\$0.00</u>
3. SFCC Bond Sale	<u>\$0.00</u>
4. Local Bond Sale	<u>\$0.00</u>
5. Cash - General Fund	<u>\$0.00</u>
6. Cash - Capital Outlay	<u>\$0.00</u>
7. Cash - Building Fund	<u>\$276,006.75</u>
8. Cash - Investment Earnin	<u>\$0.00</u>
9. KETS	<u>\$0.00</u>
10. Other	<u>\$0.00</u>
11. Other	<u>\$0.00</u>
12. Other	<u>\$0.00</u>
13. Other	<u>\$0.00</u>
14. Other	<u>\$0.00</u>
Total Funds Available	<u>\$276,006.75</u>

THE ABOVE INFORMATION IS A STATEMENT OF PROBABLE COST AND FUNDS AVAILABLE AND IS REQUIRED TO BE REVISED TO CORRESPOND TO ACTUAL BIDS RECEIVED PRIOR TO THE SIGNING OF CONSTRUCTION CONTRACTS.

**TO BE COMPLETED ON INITIAL & REVISED APPLICATION:** The signing of this financial document certifies the above stated funds are available and designated for this project during this fiscal year.

\_\_\_\_\_  
Superintendent                      7/20/2010 Date  
\_\_\_\_\_  
Finance Officer                      7/20/2010 Date  
\_\_\_\_\_  
Chairman                      7/20/2010 Date

ORIGINAL SIGNATURES REQUIRED

NOTE: Any district anticipating the financing of this and/or other projects in a combined school revenue Bond should discuss the financing with the Director/Branch Manager, Division of District Operations.

**TO BE COMPLETED ON INITIAL APPLICATION:**

This building project application is approved by the Division of Facilities Management indicating compliance with current Facility Plan or minor project under 702 KAR 4:180.

Comments: \_\_\_\_\_

Director/Branch Manager, Facilities Management \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE COMPLETED ON INITIAL & REVISED APPLICATION:**

Tentative financial approval based upon information provided to this office in support of projected cost.

Comments: \_\_\_\_\_  
\_\_\_\_\_

Director/Branch Manager, Division of District Operations \_\_\_\_\_

Date: \_\_\_\_\_

**TO BE COMPLETED ON INITIAL APPLICATION:**

This building project application is hereby approved according to the conditions outlined in the application. Proceed in accordance with the attached submittal checklist.

Comments: \_\_\_\_\_  
\_\_\_\_\_

Associate Commissioner, District Support Services \_\_\_\_\_

Date: \_\_\_\_\_

LOCAL BOARD ORDER AUTHORIZING PROJECT MUST BE ATTACHED ON INITIAL & REVISED APPLICATION

KENTUCKY DEPARTMENT OF EDUCATION  
DIVISION OF FACILITIES MANAGEMENT

BG-3, 2008  
STATEMENT OF PROBABLE COST  
702 KAR 4:160

District: Nelson County District Code: 451 Facility Name: Cox's Creek Elementary School Code: 050

Project Phase: Design Development: ☐ Completed Plans & Specifications: ☒

1. Site Development	\$	0.00	
2. General Construction	\$	242,750.00	
3. Heating, Ventilation & Air Conditioning	\$	0.00	
4. Plumbing (Include Sprinkler System)	\$	0.00	
5. Electrical Work	\$	0.00	
6. Sewage Disposal System	\$	0.00	
7. Total Construction Cost (1-6)			\$242,750.00
8. Site Acquisition Cost (Purchase Price)	\$	0.00	
9. Legal Services	\$	n/a	
10. Fiscal Agent Fee	\$	0.00	
11. Bond Discount	\$	0.00	
12. Architect/Engineer Fee	\$	21,119.25	
13. Construction/Manager Fee (if Applicable)	\$	0.00	
14. Equipment/Furnishings (Not Fixed)/Computers	\$	0.00	
15. Property & Topographic Survey	\$	0.00	
16. Geotechnical Survey & Report	\$	0.00	
17. Special Inspections	\$	0.00	
18. Asbestos Abatement	\$	0.00	
19. Commissioning Fee	\$	0.00	
20. Plan Review Fee	\$		
21. Printing & Distribution of Bid Docs	\$		
22. Contingencies - Minimum 5% of Line 7	\$	12,137.50	
23. Other Cost (Describe)	\$	0.00	
24. Total Other Cost (8-23)			\$33,256.75
25. <b>GRAND TOTAL COST (7 + 24)</b>			<b>\$276,006.75</b>
a. Gross Square Foot Area*			51,341
b. Total Cost Per Square Foot			\$5.38
c. Total Cost Per Pupil	\$		
d. Gross Sq. Ft. Area of Alternates			0
* Base Bid Area Only			

Kentucky Registered Architect/Engineer: \_\_\_\_\_ Date: 7/20/2010

Construction Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Note: Construction Manager shall submit a separate BG-3, if BG-3 Construction Cost does not agree with Architect's BG-03. The Owner shall be notified and appropriate measures taken to bring both parties into agreement.



# 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

AGREEMENT made as of the «seventeenth» day of «June» in the year «2010»  
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Nelson County Schools  
288 Wildcat Ln  
Bardstown, KY 40004

and the Contractor:

(Name, legal status, address and other information)

Burnett Sons Roofing, Inc.  
656 Bizzell Dr.  
Lexington, KY 40510

for the following Project:

(Name, location and detailed description)

Roof Replacement at Cox's Creek Elementary School  
Cox's Creek, KY

The Architect:

(Name, legal status, address and other information)

Studio Kremer Architects, Inc  
3258 Ruckriegel Pkwy  
Louisville, KY 40299  
Telephone Number: 502-499-1100  
Fax Number: 502-499-1101

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), 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.)*

Date of commencement will be fixed in 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:

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§ 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 **Ninety-two(92 )** 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.)*

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

*bonus payments for early completion of the Work.)*

**Final Completion:** Punch list shall be complete prior to 14 days after the date of Substantial Completion

For any and each day following date of Final Completion that work remains incomplete, liquidated damages of \$300 per day shall be assessed until such time as work has been completed. The liquidated damages shall be paid from Contract Sum.

#### ARTICLE 4 CONTRACT SUM

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 Two Hundred Forty Two Thousand Seven Hundred Fifty Dollars

\_\_\_\_\_ as shown and described as provided in the Contract Documents.

Documents and are hereby accepted by the Owner:

*Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other*

**Alternate #1 accepted: Add \$3,750 to \$239,000 Base Bid**

#### § 4.3 Unit prices, if any:

Item	Unit	Price
Metal roof deck installed with screws into metal roof deck substrate. Roof deck material shall be Type 1.5B 20 gauge, 0.5" rib and a valley spacing of 6"		\$7.50/s.f.
Curbs		
_____		\$9.25/linear foot
curbs		
12"x12"x18 gauge sheet metal plate		\$15.00 each
_____		
_____		

*(Identify allowance and state exclusions, if any, from the allowance price.)*

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 Certifier 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, .

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **first** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the **last** day of the **same** 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 **thirty (30)** days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 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;
- .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.

§ 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 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.

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

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

To 5% after substantial completion

§ 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, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

## 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, 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, 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

[ ☒ ] Litigation in a court of competent jurisdiction

[ ☐ ] Other *(Specify)*

« »

## 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.

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 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 the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

per annum



§ 8.3 The Owner's representative:  
(Name, address and other information)

Mr. Anthony Orr, Superintendent  
Nelson County Schools  
Board of Education  
288 Wildcat Ln.  
Bardstown, KY 40004

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Chapman Burnett, Vice President  
Burnett Sons Roofing  
656 Bizzell Dr.  
Lexington, KY 40510

§ 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:

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## 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.

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Project Manual

Section	Title	Date	Pages

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Cover Sheet/Vicinity Map

A1.1 Architectural Replacement Work & Keynotes

A2.1 Architectural Roofing and Flashing Details

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	June 1, 2010	3 pages

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
  - Invitation to Bid
  - Instructions to Bidders (AIA A701)
  - KDE Amendment to Instructions to Bidders
  - Section 00200 Supplemental Instructions to Bidders
  - Prohibition Against Conflicts of Interest, Gratuities and Kickbacks
  - KDE Certificate of Product Compliance for Proposed Substituted Projects
  - KDE Form of Proposal
  - Standard Form of Agreement (AIA A101)
  - KDE Amendment to Standard Form of Agreement
  - Performance Bond (AIA A312)
  - Payment Bond (AIA A312)
  - KDE Amendment to Performance Bond/Payment Bond
  - General Conditions (AIA A201)
  - KDE Amendment to General Conditions
  - Minimum Wage Rates

#### 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.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	In the Amount of the Contract Sum
Payment Bond	

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)