

**OLDHAM COUNTY BOARD OF EDUCATION**

**CONCERN**

Consider Approval of the revised BG-1 form, Award of a Contract for the Athletic Stadium and Field Improvements at Various High Schools – Bid Package “D”- Stadium Lighting Replacement at Oldham County High School and North Oldham High School Project and Purchase of Sports Lighting Package.

**DISCUSSION**

On October 16, 2023, the Board approved the construction documents for the Athletic Stadium and Field Improvements at Various High Schools – Bid Package “D”- Stadium Lighting Replacement at OCHS and NOHS Project. The advertisement for bid appeared in the Oldham Era on October 19, 2023.

On November 10, 2023, bids for the revised project were received, opened, and read aloud for the above referenced project. Two (2) contractors submitted a lump sum bids. The lowest and best bid submitted, complying with the plans and specifications, was received from Kentuckiana Electrical Services for the base bid amount of \$258,369.00. (Refer to the attached bid tabulation.) To take advantage of state contract pricing and OCS tax-exempt status it is further recommended that the sports lighting package be purchased directly for an additional \$544,195.00.

Refer to the attached Architect’s Letter of Recommendation and revised BG-1 for further explanation of the cost construction cost breakdown. The BG-1 form has been revised as required by the Kentucky Department of Education, District Facilities Branch, Division of District Support to match the total project cost as approved by the Board of Education.

**RECOMMENDATION**

Approve the Revised BG-1, Award of Contract for the Athletic Stadium and Field Improvements at Various High Schools – Bid Package “D”- Stadium Lighting Replacement at OCHS and NOHS Project to Kentuckiana Electrical Services, 165 Saltwell Ct., Shepherdsville, KY 40259 in the amount of \$258,369.00 and the purchase of Sports Lighting Packages from Musco Sports Lighting, LLC. in the amount of \$544,195.00 and hereby authorizes the Director of Facilities Management to execute the necessary documentation.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and unanimously carried, the Board approved the Revised BG-1, Award of Contract for the Athletic Stadium and Field Improvements at Various High Schools – Bid Package “D”- Stadium Lighting Replacement at OCHS and NOHS Project to Kentuckiana Electrical Services, 165 Saltwell Ct., Shepherdsville, KY 40259 in the amount of \$258,369.00 and the purchase of Sports Lighting Packages from Musco Sports Lighting, LLC. in the amount of \$544,195.00 and hereby authorizes the Director of Facilities Management to execute the necessary documentation.

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Susanne Hundley, Chairman

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Dr. Jason Radford  
Superintendent and Secretary to the Board

# BG1 Project Application Form (Revised) (Ref# 20970)

Form Status: Saved

Tier 1 Project: Athletic Stadium and Field Improvements at Various Locations  
BG Number: 22-510 District: Oldham County (HB678)  
Status: Active Phase: Project Initiation (View Checklist)

Construction Delivery Method General Contractor  
Procurement Standard Bid Law  
Reason for Revision Post bid revision  
Emergency No

## Project Type and Description

### Applicable Items

New Building No  
Addition No  
Major Renovation No  
GESC No  
Roofing No  
HVAC No  
ADA Compliance Yes  
Life Safety No  
Security Yes  
Minor Project Yes

#### Minor Project Description

Bid Package A: Replace Football field lighting at South Oldham High School.

Bid Package B: Replacement of Concession stand at South Oldham High School & Stadium Improvements at Oldham County High School.

Bid Package C: Turf replacement at North Oldham High School and Oldham County High School.

Bid Package D: Stadium Lighting Upgrades at Oldham County High School and North Oldham High School.

New Relocatable Classroom No  
Equipment / Furnishings Procurement No  
Site Acquisitions No

## District Facility Plan (DFP)

Compliance with 702 KAR 4:180 and 702 KAR 4:160

DFP Approval Date 6/1/2017  
DFP Priority

5.1 - District Wide Initiatives:  
Estimated Cost: \$6,529,200.00  
Facility: No Data

Project Not Listed on DFP No

## Inventory

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### Facility Name

NORTH OLDHAM HIGH SCHOOL (B10001406)

OLDHAM COUNTY HIGH SCHOOL (B10001415)

SOUTH OLDHAM HIGH SCHOOL (B10001420)

## Scope

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Provide a Complete Narrative of the Proposed Project

### **Bid Package A:**

Replace Football field lighting at South Oldham High School

Original Contract Amount: \$ 218,800.00 / DPO: \$248,300.00

### **Bid Package B:**

Replacement of Concession stand at South Oldham High School & Stadium Improvements at Oldham County High School: \$7,832,000.00

### **Bid Package C:**

Turf replacement at North Oldham High School and Oldham County High School

Original Contract Amount: \$ 2,810,849.99

### **Bid Package D:**

Replace Stadium lighting at Oldham County High School & North Oldham High School

Original Contract Amount: \$ 258,369.00 / DPO: \$544,195.00

Work Related to Project But Excluded from this BGI Scope

## Financial Plan

### Probable Costs

Proposed Plan to Finance Application

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Total Construction Cost	\$11,120,018.99
Construction Contingency	\$568,415.95
Architect / Engineer Fee	\$655,977.92
Construction Manager Fee	
Fiscal Agent Fee	\$64,480.00
Bond Discount	\$257,400.00
Equipment / Furnishings	\$75,000.00
Equipment / Computers	\$10,000.00
Technology Network System (KETS)	\$5,000.00



Site Acquisition	
Site Survey	\$21,391.00
Geotechnical Investigations	\$16,000.00
Special Inspections	\$60,000.00
Commissioning	\$10,000.00
Advertising	\$2,500.00
Printing	\$10,500.00

**Other Probable Costs**

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Title	Amount
Plan Review Fee	\$1,144.00
Bank & Rating Fee	\$36,118.76
Owner Direct Purchase/Proj. Costs	\$842,538.00
<b>Total Project Cost</b>	<b>\$13,756,484.62</b>

**Funds Available**

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Bond Sale - SFCC	
Bond Requirement - SFCC	
Local FSPK Bond Sale	\$12,870,000.00
Local General Fund Bond Sale	
Cash - SFCC Requirement	
Cash - Building Fund	\$874,069.62
Cash - Capital Outlay	
Cash - Investment Earnings	
Cash - General Fund	
City - County - KYTC Reimbursement	
KETS	
Federal Funds	
External Partner Agreement	\$0.00

**Residual Funds**

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BG Number	Fund Source	Amount
No Data	No Data	No Data
	<b>Residual Funds Total:</b>	<b>\$0.00</b>

**Other Available Funds**

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Title	Amount
No Data	
No Data	
No Data	
<b>Total Funds Available</b>	<b>\$13,744,069.62</b>



## BG1 Signature Page (Online Form Ref# 20970)

The signing of this financial document certifies the above stated funds are available and designated for this project during this fiscal year.

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Superintendent

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Date

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Finance Officer

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Date

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Chairman

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Date

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, KDE - District Financial



November 10<sup>th</sup>, 2023

Oldham County Schools  
Brent Bohannon  
Director of Facilities

Re: Athletic Stadium and Field Improvements at Various High Schools Bid Package “D” – Stadium Lighting Replacement at OCHS and NOHS – BG# 22-510 – Kentuckian Electrical Services

Mr. Bohannon,

CMTA has completed its review of the bids submitted November 10<sup>th</sup>, 2023 for the above referenced project.

Based upon review it is CMTA’s recommendation that the board accept the bid from Kentuckian Electrical Services in the amount of \$258,369.<sup>00</sup>. This bid is in line with pervious stadium lighting projects performed in the district. If you have any questions, contact me directly.

Sincerely,

Brett M. Lawson  
Project Manager  
CMTA, Inc., a Legence Company  
blawson@cmta.com





# Quote

Date: November 7, 2023,  
Expiration date: December 7, 2023,  
To: Brent Bohannon, Facilities Director Oldham County Schools

Project: Oldham County High School Football  
LaGrange, Kentucky  
Musco Project Number: 228767

## Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027  
Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL

### Quotation Price – Materials Only Delivered to Job Site

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#### Lighting

Football Field – 360' x 160' ..... \$ 236,162.00

*Sales tax, bonding, labor, installation, and unloading of the equipment are not included.*

*Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

### SportsCluster® system with Total Light Control – TLC for LED™ technology

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#### Guaranteed Lighting Performance

- Guaranteed light levels of 50fc and uniformity of 2.0:1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight.

#### System Description

- (44) Factory aimed and assembled luminaires, including BallTracker® luminaires
- (4) Factory aimed and assembled RGBW luminaires
- (4) Factory aimed and assembled pole color accent luminaires
- Pole length factory assembled wire harnesses.
- Factory wired and tested remote electrical component enclosures.
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies.

#### Environmental Light Control

- Spill light minimized at 150' from field to 0.16 horizontal, 0.93 vertical footcandles.
- Off-site glare light minimized at 150' from field to <56,000 max candela.

#### Show-Light® Special Effects Package with Control-Link® Control and Monitoring System

- Control and monitoring cabinet
- (1) communication cabinets
- (1) touchscreen. for onsite control of theatrical effects
- 6 pre-programmed theatrical lighting effects applied to facility lighting design.
- 4 minutes of light show programming set to customer supplied and licensed music.
- Remote on/off control
- Onsite dimming (high/med/low/blackout)
- Monitoring with 24/7 customer support
- \*\*Additional circuit for security lighting.



## Optional Features

- Programming to integrate scoreboards, video boards, or non-Musco DMX equipment.
- Custom color lighting control

## Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors.

## Payment Terms

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Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Taylor Knot  
Fax: 800-374-6402  
Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)

**All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL**

## Delivery Timing

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8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

## Notes

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Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Curt Mickey  
Sales Representative  
Musco Sports Lighting, LLC  
100 1st Avenue West – PO Box 808  
Oskaloosa, IA 52577, USA  
Phone: 502-418-6804  
E-mail: [curt.mickey@musco.com](mailto:curt.mickey@musco.com)





# Quote

Date: November 7, 2023,  
Expiration date: December 7, 2023,  
To: Brent Bohannon, Facilities Director Oldham County Schools

Project: North Oldham County High School Football Retrofit  
Goshen, Kentucky  
Musco Project Number: 228708

## Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027  
Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL

### Quotation Price – Materials Only Delivered to Job Site

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#### Lighting

Football Field – 360' x 160' .....\$ 308,033.00

*Sales tax, bonding, labor, installation, and unloading of the equipment are not included.*

*Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

### Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology

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#### Guaranteed Lighting Performance

- Guaranteed light levels of 50fc and uniformity of 2.0:1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight.

#### System Description

- (54) Factory aimed and assembled luminaires, including BallTracker® luminaires
- (4) Factory aimed and assembled RGBW luminaires
- (4) Factory aimed and assembled pole color accent luminaires
- Pole length factory assembled wire harnesses.
- Factory wired and tested remote electrical component enclosures.
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies.

#### Environmental Light Control

- Spill light minimized at 150' from field to 0.3 horizontal, 0.7 vertical footcandles.
- Off-site glare light minimized at 150' from field to <28,000 max candela.

#### Show-Light® Special Effects Package with Control-Link® Control and Monitoring System

- Control and monitoring cabinet
- (1) communication cabinets
- (1) touchscreen. for onsite control of theatrical effects
- 6 pre-programmed theatrical lighting effects applied to facility lighting design.
- 4 minutes of light show programming set to customer supplied and licensed music.
- Remote on/off control
- Onsite dimming (high/med/low/blackout)
- Monitoring with 24/7 customer support
- \*\*Additional circuit for security lighting.





## Optional Features

- Programming to integrate scoreboards, video boards, or non-Musco DMX equipment.
- Custom color lighting control

## Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors.

## Payment Terms

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Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Taylor Knoot  
Fax: 800-374-6402  
Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)

**All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL**

## Delivery Timing

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8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

## Notes

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Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Curt Mickey  
Sales Representative  
Musco Sports Lighting, LLC  
100 1st Avenue West – PO Box 808  
Oskaloosa, IA 52577, USA  
Phone: 502-418-6804  
E-mail: [curt.mickey@musco.com](mailto:curt.mickey@musco.com)



**OLDHAM COUNTY BOARD OF EDUCATION**

**CONCERN**

Consider Approval of the revised BG-1 form, Award of a Contract for the Oldham County Schools Field #2 Improvements Project, and Purchase of Sports Lighting Package.

**DISCUSSION**

On September 25, 2023, the Board approved the BG2/3 and the Construction Documents for the Oldham County Schools Field #2 Improvements Project. The advertisement for bid appeared in the Oldham Era on October 19, 2023.

On November 9, 2023, bids for the project were received, opened, and read aloud for the above referenced project. Three (3) contractors submitted lump sum bids. The lowest and best bid submitted, complying with the plans and specifications, was received from GeoSurfaces, Inc. for the base bid amount of \$6,142,000.00. (Refer to the attached bid tabulation.)

After a thorough review by KNB Architects and Brent Bohannon, Director of Facilities Management, it is the recommendation that the contract be awarded to GeoSurfaces, Inc. To take advantage state contract pricing and OCS tax-exempt status it is further recommended that the sports lighting package be purchased directly for an additional \$325,601.00.

Refer to the attached Architect's Letter of Recommendation and revised BG-1 for further explanation of the cost construction cost breakdown.

The BG-1 form has been revised as required by the Kentucky Department of Education, District Facilities Branch, Division of District Support to match the total project cost as approved by the Board of Education.

**RECOMMENDATION**

Approve the Revised BG-1 and Award of Contract for the Oldham County Schools Field #2 Improvements Project to GeoSurfaces, Inc., 7080 St. Gabriel Ave., Suite A, St. Gabriel, LA 70776 in the amount of \$6,142,000.00, and the purchase of Sports Lighting Packages from Musco Sports Lighting, LLC. in the amount of \$325,601.00 and hereby authorizes the Director of Facilities Management to execute the necessary documentation.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and unanimously carried, the Board approved the Revised BG-1 and Award of Contract for the Oldham County Schools Field #2 Improvements Project to GeoSurfaces, Inc., 7080 St. Gabriel Ave., Suite A, St. Gabriel, LA 70776 in the amount of \$6,142,000.00, and the purchase of Sports Lighting Packages from Musco Sports Lighting, LLC. in the amount of \$325,601.00 and hereby authorizes the Director of Facilities Management to execute the necessary documentation.

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Susanne Hundley, Chairman

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Dr. Jason Radford  
Superintendent and Secretary to the Board



815 W. Market St., Ste. 502  
Louisville, Kentucky 40202  
502.582.2500

310 Old Vine Street #100A  
Lexington, Kentucky 40507  
859.721.2503

[www.knbarch.com](http://www.knbarch.com)

November 16, 2023

Mr. Brent Bohannon  
Director of Facilities Management  
Oldham County Schools  
P.O. Box 218  
Buckner, KY 40010

RE: Oldham County High School  
NOHS & OCHS Field 2 Improvements  
KNBA Project No. 22-0560  
BG. No. 23-181

Dear Brent:

Lump sum construction bids were received on the above referenced project on November 9, 2023. A total of three (3) general construction bids were received. With a limited competitive bidding climate, the apparent low bidder was GeoSurfaces, Inc.

Their base bid amount was \$6,142,000 and there were no alternates. A copy of the bid tabulation is attached.

After bids were opened unit prices and listed subcontractors were reviewed. We have checked on their bonding company, *SureTec Insurance company* and found it to be an A. The State of Kentucky notes that they have had a Certificate of Authority in the Commonwealth since 2022.

It is our recommendation that the bid package general construction contract be awarded to GeoSurfaces, Inc.

Should you have any questions regarding this please feel free to contact me.

Sincerely,

K. NORMAN BERRY ASSOCIATES ARCHITECTS PLLC

A handwritten signature in blue ink, appearing to read 'Sara Woods', with a long horizontal flourish extending to the right.

Sara Woods, Associate





# BG1 Project Application Form (Revised)

## (Ref# 20968)

Form Status: Saved

Tier 2 Project: NOHS &amp; OCHS Field 2 Improvements

BG Number: 23-181

District: Oldham County (HB678)

Status: Active

Phase: Project Initiation (View Checklist)

Construction Delivery Method

General Contractor

Procurement Standard

Bid Law

Reason for Revision

Post bid revision

Emergency

No

## Project Type and Description

### Applicable Items

New Building	No
Addition	No
Major Renovation	No
GESC	No
Roofing	No
HVAC	No
ADA Compliance	No
Life Safety	No
Security	No
Minor Project	Yes

Minor Project Description

Athletic Field Improvements to "Field #2" at NOHS and OCHS including turf, fencing, lighting, bleachers, concessions, restrooms.

New Relocatable Classroom	No
Equipment / Furnishings Procurement	No
Site Acquisitions	No

### District Facility Plan (DFP)

Compliance with 702 KAR 4:180 and 702 KAR 4:160

DFP Approval Date	2/1/2023
DFP Priority	
Project Not Listed on DFP	No

### Inventory

Facility Name

NORTH OLDHAM HIGH SCHOOL (B10001406)

OLDHAM COUNTY HIGH SCHOOL (B10001415)

## Scope

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Provide a Complete Narrative of the Proposed Project  
 Athletic Field Improvements to "Field #2" at NOHS and OCHS including  
 turf, fencing, lighting, bleachers, concessions, restrooms.

Work Related to Project But Excluded from this BG1 Scope

## Financial Plan

### Probable Costs

Proposed Plan to Finance Application

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Total Construction Cost	\$6,142,000.00
Construction Contingency	\$307,100.00
Architect / Engineer Fee	\$347,023.00
Construction Manager Fee	
Fiscal Agent Fee	
Bond Discount	
Equipment / Furnishings	\$325,601.00
Equipment / Computers	
Technology Network System (KETS)	
Site Acquisition	
Site Survey	\$8,500.00
Geotechnical Investigations	
Special Inspections	
Commissioning	
Advertising	\$1,000.00
Printing	\$1,000.00

### Other Probable Costs

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Title	Amount
No Data	
No Data	
No Data	
<b>Total Project Cost</b>	<b>\$7,132,224.00</b>

### Funds Available

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Bond Sale - SFCC	
Bond Requirement - SFCC	
Local FSPK Bond Sale	\$7,132,224.00
Local General Fund Bond Sale	
Cash - SFCC Requirement	
Cash - Building Fund	
Cash - Capital Outlay	
Cash - Investment Earnings	



Cash - General Fund  
 City - County - KYTC Reimbursement  
 KETS  
 Federal Funds  
 External Partner Agreement

**Residual Funds**

BG Number	Fund Source	Amount
No Data	No Data	No Data
Residual Funds Total:		\$0.00

**Other Available Funds**

Title	Amount
No Data	
No Data	
No Data	
<b>Total Funds Available</b>	<b>\$7,132,224.00</b>

**BG1 Signature Page (Online Form Ref# 20968)**

The signing of this financial document certifies the above stated funds are available and designated for this project during this fiscal year.

_____	_____
Superintendent	Date
_____	_____
Finance Officer	Date
_____	_____
Chairman	Date

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, KDE - District Financial

# Quote

Date: November 7, 2023,  
Expiration date: December 7, 2023,  
To: Brent Bohannon, Facilities Director Oldham County Schools

Project: Oldham County High School Soccer  
LaGrange, Kentucky  
Musco Project Number: 222829

## Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027

Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL

### Quotation Price – Materials Only Delivered to Job Site

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#### Lighting

Soccer Field – 342' x 196' ..... \$ 180,972.00

*Sales tax, bonding, labor, installation, and unloading of the equipment are not included.*

*Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

### Light-Structure System™ with Total Light Control – TLC for LED™ technology

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#### Guaranteed Lighting Performance

- Guaranteed light levels of 30fc and uniformity of 2.5:1.

#### System Description

- (20) Factory aimed and assembled luminaries,
- (4) Factory aimed and assembled RGBW luminaires
- (4) Factory aimed and assembled pole color accent luminaires
- (4) 70' Galvanized steel poles
- (4) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses.
- Factory wired and tested remote electrical component enclosures.
- UL listed assemblies.

#### Environmental Light Control

- Spill light minimized at 150' from field to 0.0 horizontal, 0.2 vertical footcandles.
- Off-site glare light minimized at 150' from field to <5,500 max candela.

#### Show-Light® Special Effects Package with Control-Link® Control and Monitoring System

- Control and monitoring cabinet
- (1) communication cabinets
- (1) touchscreen. for onsite control of theatrical effects
- 6 pre-programmed theatrical lighting effects applied to facility lighting design.
- 4 minutes of light show programming set to customer supplied and licensed music.
- Remote on/off control
- Onsite dimming (high/med/low/blackout)
- Monitoring with 24/7 customer support
- \*\*Additional circuit for security lighting.

#### Optional Features

- Programming to integrate scoreboards, video boards, or non-Musco DMX equipment.
- Custom color lighting control



### Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

### Payment Terms

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Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Taylor Knot  
Fax: 800-374-6402  
Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)

**All purchase orders should note the following:**

**Sourcewell purchase – contract number: 041123-MSL**

### Delivery Timing

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8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

### Notes

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Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- **Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.**

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Curt Mickey  
Sales Representative  
Musco Sports Lighting, LLC  
100 1st Avenue West – PO Box 808  
Oskaloosa, IA 52577, USA  
Phone: 502-418-6804  
E-mail: [curt.mickey@musco.com](mailto:curt.mickey@musco.com)





# Quote

Date: November 7, 2023,  
Expiration date: December 7, 2023,  
To: Brent Bohannon, Facilities Director Oldham County Schools

Project: North Oldham County High School Soccer Retrofit  
Goshen, Kentucky  
Musco Project Number: 228764

## Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027  
Category: Sports lighting with related supplies and services

All purchase orders should note the following:  
Sourcewell purchase – contract number: 041123-MSL

### Quotation Price – Materials Only Delivered to Job Site

---

#### Lighting

Soccer Field – 360' x 205' ..... \$ 144,629.00

*Sales tax, bonding, labor, installation, and unloading of the equipment are not included.*

*Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

### Light-Structure System™ retrofit with Total Light Control – TLC for LED™ technology

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#### Guaranteed Lighting Performance

- Guaranteed light levels of 30fc and uniformity of 2.5:1.
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight.

#### System Description

- (44) Factory aimed and assembled luminaires.
- (4) Factory aimed and assembled RGBW luminaires
- (4) Factory aimed and assembled pole color accent luminaires
- Pole length factory assembled wire harnesses.
- Factory wired and tested remote electrical component enclosures.
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed assemblies.

#### Environmental Light Control

- Spill light minimized at 150' from field to 1.65 horizontal footcandles.
- Off-site glare light minimized at 150' from field to <45,000 max candela.

#### Show-Light® Special Effects Package with Control-Link® Control and Monitoring System

- Control and monitoring cabinet
- (1) communication cabinets
- (1) touchscreen. for onsite control of theatrical effects
- 6 pre-programmed theatrical lighting effects applied to facility lighting design.
- 4 minutes of light show programming set to customer supplied and licensed music.
- Remote on/off control
- Onsite dimming (high/med/low/blackout)
- Monitoring with 24/7 customer support
- \*\*Additional circuit for security lighting.



## Optional Features

- Programming to integrate scoreboards, video boards, or non-Musco DMX equipment.
- Custom color lighting control

## Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors.

## Payment Terms

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Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Taylor Knoot  
Fax: 800-374-6402  
Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)

**All purchase orders should note the following:**

**Sourcewell purchase – contract number: 041123-MSL**

## Delivery Timing

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8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

## Notes

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Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Curt Mickey  
Sales Representative  
Musco Sports Lighting, LLC  
100 1st Avenue West – PO Box 808  
Oskaloosa, IA 52577, USA  
Phone: 502-418-6804  
E-mail: [curt.mickey@musco.com](mailto:curt.mickey@musco.com)





**OLDHAM COUNTY BOARD OF EDUCATION**

**CONCERN**

Consider Approval of the revised BG-1 form and Award of a Contract for the Metalworks and Soffit Repairs @ North Oldham High School Project.

**DISCUSSION**

On July 31, 2023 the Board rejected the original bid amount of \$932,200.00 for the Metalworks and Soffit Repairs @ North Oldham High School Project. The advertisement for re-bid appeared in the Oldham Era on October 19, 2023.

On November 9, 2023 bids for the project were received, opened, and read aloud for the above referenced project. Three contractors submitted lump sum bids. The lowest and best bid submitted, complying with the plans and specifications, was received from Miranda Construction, LLC. for the base bid amount of \$421,934.00. (Refer to the attached bid tabulation.)

After a thorough review by MAA Architects and Brent Bohannon, Director of Facilities Management, it is the recommendation that the contract be awarded to Miranda Construction, LLC. The total construction cost recommended for approval is \$421,934.00.

The BG-1 form has been revised as required by the Kentucky Department of Education, District Facilities Branch, Division of District Support to match the total project cost as approved by the Board of Education.

**RECOMMENDATION**

Approve the Revised BG-1 and Award of Contract for the Metalworks and Soffit Repairs @ North Oldham High School Project to Miranda Construction, LLC, 322 East KY St., Louisville, KY 40203 in the amount of \$421,934.00 and hereby authorizes the Director of Facilities Management to execute the necessary documentation.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and unanimously carried, the Board approved the Revised BG-1 and Award of Contract for the Metalworks and Soffit Repairs @ North Oldham High School Project to Miranda Construction, LLC, 322 East KY St., Louisville, KY 40203 in the amount of \$421,934.00 and hereby authorizes the Director of Facilities Management to execute the necessary documentation.

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Susanne Hundley, Chairman

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Dr. Jason Radford  
Superintendent and Secretary to the Board



# BG1 Project Application Form (Revised)

## (Ref# 20964)

Form Status: Saved

Tier 4 Project: NOHS Metalwork & Soffit Repairs

BG Number: 23-446

District: Oldham County (HB678)

Status: Active

Phase: Project Initiation (View Checklist)

Construction Delivery Method

General Contractor

Procurement Standard

Bid Law

Reason for Revision

Post bid revision

Emergency

No

### Project Type and Description

#### Applicable Items

New Building	No
Addition	No
Major Renovation	No
GESC	No
Roofing	Yes
Repair and / or Replace	Repair
HVAC	No
ADA Compliance	No
Life Safety	No
Security	No
Minor Project	No
New Relocatable Classroom	No
Equipment / Furnishings Procurement	No
Site Acquisitions	No

### District Facility Plan (DFP)

Compliance with 702 KAR 4:180 and 702 KAR 4:160

DFP Approval Date 2/1/2023

DFP Priority

**5.14.2 -**

Estimated Cost: \$28,800.00

Facility: No Data

Project Not Listed on DFP No

### Inventory

Facility Name

### Scope

Provide a Complete Narrative of the Proposed Project

Remove and replace soffit around entire structure with additional insulation to be added.

Work Related to Project But Excluded from this BG1 Scope

## Financial Plan

### Probable Costs

Proposed Plan to Finance Application

---

Total Construction Cost	\$421,934.00
Construction Contingency	\$21,096.70
Architect / Engineer Fee	\$33,754.72
Construction Manager Fee	
Fiscal Agent Fee	
Bond Discount	
Equipment / Furnishings	
Equipment / Computers	
Technology Network System (KETS)	
Site Acquisition	
Site Survey	
Geotechnical Investigations	
Special Inspections	
Commissioning	
Advertising	\$1,000.00
Printing	\$500.00

### Other Probable Costs

---

Title	Amount
No Data	
No Data	
No Data	
Total Project Cost	\$478,285.42

### Funds Available

---

Bond Sale - SFCC	
Bond Requirement - SFCC	
Local FSPK Bond Sale	
Local General Fund Bond Sale	
Cash - SFCC Requirement	
Cash - Building Fund	\$478,285.42
Cash - Capital Outlay	
Cash - Investment Earnings	
Cash - General Fund	
City - County - KYTC Reimbursement	
KETS	
Federal Funds	
External Partner Agreement	

### Residual Funds

BG Number	Fund Source	Amount
No Data	No Data	No Data
Residual Funds Total:		\$0.00

### Other Available Funds

Title	Amount
No Data	
No Data	
No Data	
<b>Total Funds Available</b>	<b>\$478,285.42</b>

### BG1 Signature Page (Online Form Ref# 20964)

The signing of this financial document certifies the above stated funds are available and designated for this project during this fiscal year.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

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, KDE - District Financial





**OLDHAM  
COUNTY SCHOOLS**

*Ignite Passion. Experience Excellence.*

**OCBE 6165 West Highway 146, Crestwood KY 40014**

McCulloch Associates Architects  
1225 Garvin Place  
Louisville, KY 40203

BG # 23-446Arch. Job No. 975  
Bid Date: November 09, 2023

**Metalwork & Soffit Repairs  
North Oldham HS**

**BID TABULATION**

FIRM	ADDENDUM	BB/CC	BASE BID
CARLON Roofing	1	✓	877,700.00
PARCO Construction	1	✓	648,000.00
Miranda Construction	1	✓	421,934.00

09 November 2023

Brent Bohannon  
Oldham Co. Board of Education  
6165 W. Highway 146  
Crestwood, KY 40014

▲ 1225 GARVIN PLACE  
LOUISVILLE, KY 40203  
(502) 636-5138  
FAX (502) 636-3436

Re: Letter of Recommendation:  
*North Oldham High School Metal Works & Soffit Repairs*

Dear Brent:

Bids for the above referenced project were received November 09, 2023, at 2:00 PM. **Three** Contractor submitted a lump sum bid in compliance with the plans and specifications. The bid tabulation sheet is attached indicating the bid received. The apparent low bidder is **Miranda Construction** with a Base Bid of **\$ 421,934.00**

We recommend the acceptance of the Base Bid.

We reviewed the listed sub-contractors and manufacturers provided on the Form of Proposal and determined them to be acceptable. We have also determined the Bid Bond provided with the bid has an A.M. Best Company rating of "A++". The Contract Documents require a rating "A-" or better. We recommend that a Contract be awarded to **Miranda Construction** by accepting the Base Bid for a total contract amount of **\$ 421,934.00**

Sincerely,



Barnett P. McCulloch, AIA

BPM

c: file



November 09, 2021

Brent Bohannon  
Oldham Co. Board of Education  
6165 W. Highway 146  
Crestwood, KY 40014

▲ 1225 GARVIN PLACE  
LOUISVILLE, KY 40203  
(502) 636-5138  
FAX (502) 636-3436

Re: Letter of Rationale  
**BG# 21-228-975 NOHS Metal Works & Soffit Repairs**

Dear Brent:

The low bid of \$421,934.00 received for the referenced project was in excess of the BG-1 and the Board Enclosure of November 09, 2023, construction estimate of \$ 127,000.00

We have reviewed the bids and feel the additional cost is due to market conditions, expansion of scope, as well as the limited number of bidders (three).

Sincerely,

Barnett P. McCulloch, AIA

c: Kathleen Schweitzer  
Denise Schindler  
file



**OLDHAM COUNTY BOARD OF EDUCATION**

**CONCERN**

Consider Approval of the revised BG-1 form and Award of a Contract for the South Oldham Middle School portion of the OCMS and SOMS Locally Identified Career/Tech Renovation Project.

**DISCUSSION**

On October 16, 2023 the Board approved the BG2/3 and Construction Documents for the South Oldham Middle School portion of the OCMS and SOMS Locally Identified Career/Tech Renovation Project. The advertisement for bid appeared in the Oldham Era on October 19, 2023.

On November 14, 2023 bids for the project were received, opened, and read aloud for the above referenced project. Three (3) contractors submitted lump sum bids. The lowest and best bid submitted, complying with the plans and specifications, was received from EH Construction LLC for the base bid amount of \$1,450,000.00. (Refer to the attached bid tabulation.)

After a thorough review by SKA Architects and Brent Bohannon, Director of Facilities Management, it is the recommendation that the contract be awarded to EH Construction LLC. The total construction cost recommended for approval is \$1,450,000.00.

The BG-1 form has been revised as required by the Kentucky Department of Education, District Facilities Branch, Division of District Support to match the total project cost as approved by the Board of Education.

**RECOMMENDATION**

Approve the Revised BG-1 and Award of Contract for the South Oldham Middle School portion of the OCMS and SOMS Locally Identified Career/Tech Renovation Project to EH Construction LLC, 1188 E. Bluelick Road., Shepherdsville, KY 40165 in the amount of \$1,450,000.00 and hereby authorizes the Director of Facilities Management to execute the necessary documentation.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and unanimously carried, the Board approved the Revised BG-1 and Award of Contract for the South Oldham Middle School portion of the OCMS and SOMS Locally Identified Career/Tech Renovation Project to EH Construction LLC, 1188 E. Bluelick Road., Shepherdsville, KY 40165 in the amount of \$1,450,000.00 and hereby authorizes the Director of Facilities Management to execute the necessary documentation.

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Susanne Hundley, Chairman

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Dr. Jason Radford  
Superintendent and Secretary to the Board

November 17, 2023

Brent M. Bohannon, AIA, LEED AP  
Director of Facilities Management  
Oldham County Schools  
6165 W. Highway 146  
Crestwood, KY 40014



**PROJECT:** Bid Package #2  
**SOUTH OLDHAM MIDDLE SCHOOL**  
Career Technology Addition and Camden Station ES Casework Installation  
BG# 22-361 | ska# 2023-09.2

Mr. Bohannon:

On November 14, 2023, four (4) bids were received for the above referenced project. EH Construction LLC of Shepherdsville, Kentucky submitted the low Base Bid amount of One Million Four Hundred Fifty Thousand dollars and no cents (\$1,450,000.00).

After the bids were opened, the Unit Prices were reviewed, and a list of acceptable Unit Prices was established for attachment to a Contract for Construction. The subcontractor and manufacturer lists were reviewed, references contacted, and all were found to be acceptable. The bonding company (Travelers Casualty and Surety Company of America from Hartford, Connecticut) was reviewed, and it was determined that they have an A.M. Best Company rating of "A++", which meets the requirements of the Contract Documents.

There were not any Alternates included with this Bid.

We therefore recommend that a contract be awarded to EH Construction LLC in the amount of One Four Hundred Fifty Thousand dollars and no cents (\$1,450,000.00).

Please contact me if there are any questions about the information provided.

Sincerely,  
Studio Kremer Architects

A handwritten signature in red ink, appearing to read 'Matthew Harris', is written over the typed name.

Matthew Harris, AIA  
Architect | Partner

c: file

Attachments:  
Final Bid Tab  
Bid Surety Review





# BG1 Project Application Form (Revised) (Ref# 20979)

Form Status: Saved

Tier 2 Project: OCMS & SOMS - Career Tech Renovations & Additions  
BG Number: 23-361 District: Oldham County (HB678)  
Status: Active Phase: Project Initiation (View Checklist)

Construction Delivery Method: General Contractor  
Procurement Standard: Bid Law  
Reason for Revision: Post bid revision  
Emergency: No

## Project Type and Description

### Applicable Items

New Building: No  
Addition: Yes  
Major Renovation: Yes  
Major Renovation Description: Major Renovations to Include OCMS Multi-Purpose Building to facility locally identified career tech programing.  
GESC: No  
Roofing: Yes  
Repair and / or Replace: Replace  
HVAC: No  
ADA Compliance: No  
Life Safety: No  
Security: No  
Minor Project: No  
New Relocatable Classroom: No  
Equipment / Furnishings Procurement: No  
Site Acquisitions: No

### District Facility Plan (DFP)

Compliance with 702 KAR 4:180 and 702 KAR 4:160

DFP Approval Date: 2/1/2023  
DFP Priority:

2b.6 - Oldham County Middle School  
Estimated Cost: \$1,572,585.00  
Facility: No Data

2b.7.1 -  
Estimated Cost: \$1,572,585.00  
Facility: No Data

Project Not Listed on DFP: No

### Inventory

Facility Name

OLDHAM COUNTY MIDDLE SCHOOL (B10001416)

SOUTH OLDHAM MIDDLE SCHOOL (B10001419)

## Scope

---

Provide a Complete Narrative of the Proposed Project

Bid Package 1 - Major Renovations to Include OCMS Multi-Purpose Building to facility locally identified career tech programing. Renovations include roof replacement, MEP upgrades, LED lighting replacement, interior finishes and classroom technology upgrades.

Bid Amount- \$1,199,746.00

Bid Package 2 - Addition to SOMS to facility locally identified career tech programing. Approximately 3650 SF instruction space and 1500 sf of stroage corridors and ancillary support spaces.

Bid Amount- \$1,450,000.00

Work Related to Project But Excluded from this BG1 Scope

## Financial Plan

### Probable Costs

Proposed Plan to Finance Application

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Total Construction Cost	\$2,649,746.00
Construction Contingency	\$132,487.30
Architect / Engineer Fee	\$202,078.09
Construction Manager Fee	
Fiscal Agent Fee	
Bond Discount	
Equipment / Furnishings	\$100,000.00
Equipment / Computers	\$50,000.00
Technology Network System (KETS)	\$10,000.00
Site Acquisition	
Site Survey	\$5,000.00
Geotechnical Investigations	\$5,000.00
Special Inspections	\$5,000.00
Commissioning	\$10,000.00
Advertising	\$1,000.00
Printing	\$5,000.00

### Other Probable Costs

---

Title	Amount
No Data	
No Data	
No Data	
<b>Total Project Cost</b>	<b>\$3,175,311.39</b>

### Funds Available

---

Bond Sale - SFCC	
Bond Requirement - SFCC	
Local FSPK Bond Sale	
Local General Fund Bond Sale	
Cash - SFCC Requirement	
Cash - Building Fund	\$3,175,311.39
Cash - Capital Outlay	
Cash - Investment Earnings	
Cash - General Fund	

City - County - KYTC Reimbursement  
 KETS  
 Federal Funds  
 External Partner Agreement

**Residual Funds**

BG Number	Fund Source	Amount
No Data	No Data	No Data
Residual Funds Total:		\$0.00

**Other Available Funds**

Title	Amount
No Data	
No Data	
No Data	
<b>Total Funds Available</b>	<b>\$3,175,311.39</b>

**BG1 Signature Page (Online Form Ref# 20979)**

The signing of this financial document certifies the above stated funds are available and designated for this project during this fiscal year.

_____ Superintendent	_____ Date
_____ Finance Officer	_____ Date
_____ Chairman	_____ Date

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, KDE - District Financial



**OLDHAM COUNTY BOARD OF EDUCATION**

**CONCERN**

Consider Selection of Special Inspection Services for the OCMS and SOMS Locally Identified Career/Tech Renovation Project.

**DISCUSSION**

Section 1704 of the Kentucky Building Code states that special inspections are required for all buildings and structures that require the services of a registered design professional per Section 106, Section 122 and Table 122.1. One proposal was submitted for a lump sum fee of \$16,145.00.

It is recommended by Studio Kremer Architects, and supported by Brent Bohannon, Director of Facilities Management that Consulting Services Incorporated (CSI) be selected to provide special inspections services for the above referenced project in accordance with the Kentucky Building Code and project design specifications.

**RECOMMENDATION**

To approve the selection of Consulting Services Incorporated (CSI) to provide special inspection services for the OCMS and SOMS Locally Identified Career/Tech Renovation Project as outlined in the request for proposals and in accordance with the requirements of the project specifications and the Kentucky Building Code. It hereby authorizes the Director of Facilities Management to execute the necessary documentation.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and unanimously carried, the Board approved the selection of Consulting Services Incorporated (CSI) to provide special inspection services for the OCMS and SOMS Locally Identified Career/Tech Renovation Project as outlined in the request for proposals and in accordance with the requirements of the project specifications and the Kentucky Building Code. It hereby authorizes the Director of Facilities Management to execute the necessary documentation.

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Susanne Hundley, Chairman

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Dr. Jason Radford  
Superintendent and Secretary to the Board



November 2, 2023

Oldham County School  
6165 West Highway 146  
Crestwood, Kentucky 40014

% Studio Kremer Architects

Attn: Mr. Brent Bohannon, Director of Facilities Management and Mr. Matthew Harris, AIA

Subject: **Proposal for KBC Special Inspection**

Oldham County Middle School Career Technology Renovation and Various Improvements &  
South Oldham Middle School Career Technology Addition  
La Grange, Kentucky  
CSI Proposal No. 8750R

Dear Mr. Bohannon/Mr. Harris:

Consulting Services Incorporated (CSI) appreciates the opportunity to provide our proposal for providing Special Inspection services for the referenced project. This proposal is being provided in response to the request for proposal received via email on October 9th, 2023 and provides a discussion of project information, our proposed scope of services, and associated fees.

 **PROJECT INFORMATION**

We understand that Oldham County Schools are planning for the renovations of the Oldham County Middle School Multi-Purpose building located at 4305 Brown Boulevard in La Grange, Kentucky. The project scope includes the renovation of the of an existing Multi-Purpose Building to remove and replace pre-finished metal roofing panels and insulation over existing per-engineered metal building frame and work associated with site sanitary lines and interior plumbing line replacement in the existing building.

We understand the proposed construction for this project is a duration of 10 consecutive calendar months from the date of commencement.



It is our understanding that KBC Special Inspections are required for the construction and they are intended to comply with Chapter 17 of the Kentucky Building Code, 014100 and 014110 of the specifications.

The KBC Special Inspection services have been identified to be provided during the following work divisions:

- Fabrication Inspections - KBC Citation 1704.2.5
- Structural Steel Construction - KBC Citation 1705.2
- Concrete Construction - KBC Citation 1705.3
- Masonry Construction - KBC Citation 1705.4
- Wood Construction - KBC Citation 1705.5
- Soils Construction - KBC Citation 1705.6
- Cold-formed Steel Light-frame Construction - KBC Citation 1705.12.2

If any of the aforementioned information is in error or if the information changes, please contact our office so that we can re-evaluate the new information with respect to our cost.

Our staff assigned to the project will be equipped with laptop computers and up to date software. This technology will allow for our staff to deliver paperless reports immediately.

- After each site visit is completed, a Daily Inspection Report will be generated to document the activities performed. The reports are sent via weekly email in PDF format on Monday following the end of the work week to your project team informing them of the Special Inspection items observed and tested.
- Unresolved discrepancy to your project plans and specifications will be informed to all parties on the day of the inspections as well as noted in our Daily Inspection Report and Weekly Progress Reports then sent to your project team.

#### **INSPECTION OF FABRICATORS - KBC CITATION 1704.2.5**

1. Inspect the fabrication of structural load-bearing members where such work is being performed on the premises of the Fabricator's shop.
2. Verify that the Fabricator maintains and review for completeness Fabricator's detailed fabrication and quality control procedures which provide a basis for control of the workmanship and ability to conform to the approved construction documents and reference standards. Review the procedures for completeness and adequacy relative to the code requirements for the fabricator's scope of work.
3. Perform special inspections at Fabricator's shop as outlined in this specification for each type of construction.



1. Periodically verify tasks prior to beginning welding as per AISC 360 Table N5.4-1
2. Periodically verify tasks during welding as per AISC 360 Table N5.4-2
3. Continuously verify tasks after welding as per AISC 360 Table N5.4-3
4. Periodically observe and document the materials used for high-strength bolts, nuts and washers are in accordance with AISC 360 Table N5.6-1, Table N5.6-2, Table N5.6-3, Table N6.1, Table N5.7,
5. Periodically observe installation of joists and girders to verify conformance to SJI Specification section 2207.1
6. Periodically observe installation and document the materials for cold-formed steel deck to verify conformance with SDI-ANSI-QA-QC-2011 Table 1.1, Table 1.2, Table 1.3, Table 1.4, Table 1.5, Table 1.6, Table 1.7, and Table 1.8

#### CONCRETE CONSTRUCTION - KBC CITATION 1705.3

1. Periodically observe the Grade, Placement and Condition of Reinforcing Steel as per ACI 318.
2. Periodically observe anchors to be installed in concrete prior to and during the placement of concrete
3. Periodically verify the use of the required design mix as per ACI 318
4. Periodically verify proper grade and ASTM designation of reinforcing steel
5. Periodically verify anchors installed in hardened concrete comply with ACI 318
6. Continuously verify placement techniques are within requirements of ACI 318 and the project specifications
7. Continuously sample and test fresh concrete for slump, air content, temperature and produce compression test specimens as per ASTM C172, C31 and ACI 318. Perform compressive-strength tests as per ASTM C39
8. Periodically observe the specified curing temperature and techniques as per ACI 318
9. Periodically verify formwork for shape, location and dimensions of the concrete member being formed
10. Periodically perform floor flatness and levelness of the concrete slabs in accordance with ASTM E1155 to verify conformance to approved project specifications

#### MASONRY CONSTRUCTION - KBC CITATION 1705.4

1. From the beginning of construction, we will:
  - a. Periodically observe and document the proportions of site prepared mortar.
  - b. Periodically observe and document the construction of mortar joints.
  - c. Periodically observe and document the location of reinforcement and connectors.
2. Observe and document:
  - a. Size and location of structural elements, periodic.

- b. Specified size, grade and type of reinforcement, periodic, as per the project documents.
  - c. Protection of masonry during cold (<40F) and hot (>90F), periodic, as per project documents and KBC 2104.3, 4.
3. Periodically observe and document the following prior to grouting operations:
  - a. Grout space is clean and free of debris.
  - b. Proportions of site-prepared grout.
4. Continuously observe and document grout placement per the construction documents.
5. Continuously observe the preparation of test samples. Test masonry specimens as per the project documents and KBC 2105.3.

#### **WOOD CONSTRUCTION - KBC CITATION 1705.5**

1. Periodically verify use of proper species and grade of lumber and engineered wood products comply to the approved project documents.
2. Periodically observe and document construction to document installation of locking fasteners, and fastening.
3. Periodically verify shear walls and diaphragms to document:
  - a. Grade and thickness of shear walls
  - b. Nominal size of framing members at panel edges
  - c. Nail or staple diameter, length and spacing. Number of faster lines, spacing and edge distance of faster lines.
  - d. Shear wall hold down anchor installation.
4. Periodically verify installation of permanent bracing of wood truss assemblies to document:
  - a. Placement of compression web member brain, laps, fastening and intermittent bracing.
  - b. Placement of chord brain and, laps.
  - c. Perimeter uplift connection to supporting structure.

#### **SOILS CONSTRUCTION - KBC CITATION 1705.6**

1. Periodically observe and test the site soil conditions, fill placement and load-bearing requirements to determine if these items are in compliance with the recommendations of the approved geotechnical investigation.
2. Periodically verify excavations are extended to the proper depth and have reached proper material to meet the bearing capacity requirements.
3. Periodically observe the site preparations as according to project documents.
4. Periodically verify classification and testing of fill materials.



5. Continuously verify the use of prior materials, densities and lift thickness during placement and compaction of fill materials.

 **GENERAL**

We will assign a project manager to direct the work and be available for consultation for the project. The project manager will also verify the following is performed for the project:

- Report daily inspection and observation activities to the on-site representative.
- Submit weekly reports documenting activities to the Owner, Architect, Structural Engineer and Contractor.
- Submit a final report of inspections documenting required special inspections and correction of discrepancies noted during field inspections.

 **KBC SPECIAL INSPECTIONS COMPENSATION**

Based on the documents reviewed and our experience with providing these types of services on similar projects, we have developed an **Estimated Fee of \$16,145** to provide the Special inspections for the

Item	Quantity
Inspection of Fabricator	1 full day
Structural Steel Construction	2 full day
Concrete Construction	6 full days
Masonry Construction	7 full days
Wood Construction	1 full day
Soil Construction	3 full days
Cold-formed Steel Light-frame Construction	1 full day
Laboratory Testing (Standard Proctor, Atterberg Limit, 200 Wash and Moisture)	\$345

We will invoice monthly for the services provided based on a time and materials basis and invoice in accordance with the unit rate fee schedule included as part of this proposal. For a full day of service (which contains up to ten (10) working hours, round trip mileage, one half hour of clerical service and review of daily field reports by project manager) you will be charged the "full day" unit rate. Similarly for a half day service visit (which contains up to five (5) working hours, round trip mileage, one half hour



of clerical service and review of daily field reports by project manager) you will be charged the "half-day" unit rate.

Other events that may result in additional costs can include:

1. Subsurface conditions different than those expected or encountered during the geotechnical exploration.
2. Engineering support for evaluating site conditions.
3. Site and/or other meetings requested by design or construction team to resolve issues related to construction deficiencies, changes in scope or other unforeseen items.
4. Services provided beyond 10-hours per workday, on Saturdays, Sundays, or Holidays. These services will be billed as additional services at the overtime rate shown in the fee schedule portion of this proposal..

#### SCHEDULING

We will provide personnel at the request of your designated on-site personnel. We request 48 hours prior to the start of construction and 24 hours notice each time our presence at the job site is required afterward.

Our presence at the job site and our performance of testing services must not be construed as relieving the contractor from his responsibility to comply with the plans and specifications. Our representatives do not have the authority to supervise the work or direct contractor personnel. It is understood that our firm will not be responsible for job or site safety on this project.

#### AUTHORIZATION

In order to formally authorize our services and make this proposal and the attached Terms and Conditions the agreement between us, please sign the attached Proposal/Work Acceptance Sheet and return a signed copy to us. Any exceptions to this proposal, or any special requirements not covered in the proposal, should be listed on the terms and Condition Sheet.

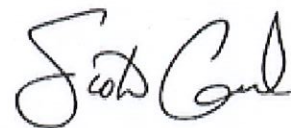
We appreciate your consideration of CSI for this work and look forward to assisting you on the project. Please call if you have any questions regarding the information contained herein.

Sincerely,

**CONSULTING SERVICES INCORPORATED**



Zachary Crouch  
Project Manager



Scott Gevedon  
Project Manager

## Fee Schedule

### KBC Special Inspection and Materials Testing Services

Construction Engineering Inspector – Day Rate, .....	\$ 650.00
Construction Engineering Inspector – Half Day Rate, .....	\$ 475.00
Construction Engineering Inspector –Overtime Rate, Hourly, .....	\$ 90.00
Certified NDT Weld Inspector - Day Rate .....	\$ 850.00
Certified Weld/Framing Inspector - Day Rate .....	\$ 750.00
Certified Weld/Framing Inspector - Half Day Rate.....	\$ 500.00
Fab Shop Inspection - Day Rate .....	\$1,000.00

### Engineering Services

Project Engineer, per hour.....	\$ 100.00
Senior Engineer, per hour.....	\$ 125.00
Project Manager, per hour (included in daily rate) .....	\$ 90.00
Project Manager/Engineer, per day (for site meetings/visits).....	\$ 500.00

### Laboratory Testing Services

Concrete Compressive Sets (4"x8" Set of 5), each .....	\$ 95.00
Grout Sample Set (Set of 4), each .....	\$ 85.00
Mortar Cubes (Set of 3), each.....	\$ 50.00
Standard Proctor (ASTM D698), each.....	\$ 185.00
Modified Proctor (ASTM D1557), each.....	\$ 225.00
Atterberg Limits (LL, PL, PI) and Natural Moisture content, each .....	\$ 80.00
Materials in Soils Finer than #200 Sieve (ASTM D1140), each .....	\$ 70.00
Moisture Content (ASTM D2216), each.....	\$ 10.00

### Miscellaneous

Travel, per trip (included in the day rate) .....	\$ 00.00
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### Remarks

- Services and fees not listed will be quoted on request.
- A minimum of 24 hours advance notice is requested for scheduling or canceling field services.
- Overtime Rates applies to services provided beyond 10 hours per work day (Monday through Friday), or on Saturdays, Sundays, or Holidays. This cost is not included in the noted fee.
- A one time set-up fee of \$ 500.00 is applicable.



- Requested Engineering support will be invoiced separately on a time and materials basis.

## PROPOSAL ACCEPTANCE AGREEMENT

CSI SERVICES:			
Services Description:	Special Inspections		
Project Name:	Oldham County Middle School Career Technology Renovation and Various Improvements		
Proposal Number:	8750R	Proposal Date:	October 16, 2023
CLIENT – CSI will perform the Services referenced in the Proposal for and charge the Invoice to the account of:			
Client Name:	Oldham County Schools % Studio Kremer Architects		
Full Address:	6165 West Highway 146 Crestwood, Kentucky 40014		
Company Contact:	Brent Bohannon, Director of Facilities Management and Matthew Harris, AIA		
E-mail Address:	<a href="mailto:Brent.bohannon@oldham.kyschools.us">Brent.bohannon@oldham.kyschools.us</a> <a href="mailto:matt@studiokremer.com">matt@studiokremer.com</a>		

**PROPOSAL ACCEPTANCE & AUTHORIZATION TO PROCEED** Consulting Services Incorporated, (CSI) will perform services set forth in the Proposal referenced above, incorporated herein by reference (the Proposal) (collectively, the "Services") subject to the terms listed on this page and hereof. For purposes herein, the term "Site" shall mean Project Location listed above. Proposals (and costs therein) shall be valid for no more than 90 days. Receipt by CSI of a signed Proposal Acceptance Sheet shall constitute the Client's Authorization to Proceed and agreement and acceptance of the terms hereunder.

### TERMS AND CONDITIONS

#### 1. STANDARD OF CARE

The Services will be performed in accordance with standards customarily observed by a firm rendering the same or similar services in the same geographic region during the same time period. CSI makes no warranties, express or implied, as to the Services performed hereunder except for the preceding sentence's warranty of compliance with generally accepted standards, CSI hereby fully and expressly disclaims any and all other warranties of any nature whatsoever, express or implied. During the Services, CSI will take reasonable precautions to prevent injury or loss to persons or property at the Site and minimize damage to the Site; however, Client understands and agrees that invasive services, including, but not limited to, drilling, boring or sampling, may damage or alter the Site; Site restoration is an out-of-scope service unless otherwise agreed in writing. The Services shall in no way be construed, designed or intended to be relied upon as legal interpretation or advice.

#### 2. RELATIONSHIP OF PARTIES

CSI, its employees, agents, affiliates or subcontractors shall act solely as an independent contractor in performing the Services. CSI shall have no right or authority to act for Client and will not enter into any agreement in the name of or on behalf of Client unless otherwise agreed in writing. Nothing in these Terms & Conditions shall be construed to give any rights



or benefits to any party other than Client and CSI. Unless otherwise authorized in writing by CSI, there are no intended third party beneficiaries to these terms and conditions or to any work product or services by CSI; Client is the sole intended and agreed beneficiary of CSI's services and work product. Client agrees that should CSI elect to grant reliance to a third party lender, the third party must first sign CSI's Reliance and Potential Conflict of Interest agreement.

### **3. DOCUMENTS & CONFIDENTIALITY**

All documents including, but not limited to, drawings, specifications, reports, logs, field notes, lab test data, calculations, and estimates prepared by or for CSI in connection with the Services are instruments of service and shall be the sole property of CSI ("Work Product"); however, Client may request a copy for its exclusive use and Client further agrees that under no circumstances shall any document produced by CSI under this Agreement, be used at any location or for any project not expressly provided for in this Agreement without CSI's prior written permission. Proprietary concepts, systems and ideas developed during the Services shall remain the sole property of CSI. Work Product will not be disclosed by CSI to a third party without prior consent of Client except to the extent required to comply with a rule or regulation, court order, governmental directive, or professional or ethical standard or when such Work Product or portion thereof becomes available to the general public or is received by CSI from others who lawfully possess same. Client authorizes CSI to use and publish Client's name and general description of the Services in CSI's marketing materials. CSI has the right in its sole discretion, to dispose of or retain the documents. If Client requests documents in an electronic format, it agrees that the electronic copy may be inaccurate or incomplete, and the document retained by CSI remains the document of record.

Reliance upon the Services shall be limited to Client; any unauthorized release of Work Product is prohibited and Client agrees to indemnify, defend and hold CSI harmless from any and all claims or damages associated with the unauthorized release of Work Product to third parties. Notwithstanding the foregoing, any third party reliance expressly authorized by CSI and Client is subject to the limitation of liability and terms and conditions stated herein except as specifically agreed to in writing by the parties.

### **4. CSI REPRESENTATIONS**

Findings and recommendations resulting from the Services are based upon information derived from CSI's on-site activities and other services performed hereunder; such information is subject to change over time. Certain indicators of hazardous substances, petroleum products or other deleterious constituents may have been latent, inaccessible, unobservable or not present during the Services, and CSI cannot represent that the Site is not affected by constituents or other latent conditions beyond those identified from the Services performed. Subsurface conditions throughout the Site may vary from data revealed from discrete borings, tests, assessments, investigations or other exploratory services; CSI's findings, recommendations and estimates are based solely upon data available to CSI at the time of the Services. CSI will not be responsible for a third party's interpretations or use of the data. CSI will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health & safety precautions or plans for any third parties, including subcontractors or other parties present at the Site. Should CSI provide observations or monitoring services at the Site at any time, Client agrees that CSI shall not be responsible for any working conditions or safety at the Site other than for its own staff during said observations or monitoring services. Any monitoring of a third party's or contractor's procedures does not include review of the adequacy of said contractor's safety measures in, on, adjacent to, or near the project.

### **5. CLIENT REPRESENTATIONS**

Client understands the nature of CSI's presence on the Site and shall ensure that CSI's personnel and subcontractors have safe and reasonable access to the Site for the performance of the Services. Client shall furnish or cause to be furnished to CSI an accurate Site map and all information known or available to Client, including, but not limited to, past and current Site operations, subterranean structures, utilities, and the environmental condition of the Site (such as the identity, location, quantity, nature or characteristics of any hazardous or toxic materials on or near the Site). CSI may rely upon, but shall not be responsible for the accuracy of, any data provided by Client, Client's agent or any third party. Client shall immediately transmit new, updated or revised information as it becomes available during the Services. Client will secure all necessary approvals, permits, licenses and consents necessary to commence and complete the Services unless otherwise agreed in writing, and shall make any and all spill or release notifications that may be required by law.

### **6. SUBTERRANEAN STRUCTURES, UTILITIES, WETLAND ISSUES**



Client is responsible for accurately providing the locations of all subterranean structures and utilities and potentially jurisdictional areas which may contain wetlands, endangered species habitat or cultural resources. CSI will take reasonable precautions to avoid damage or injury to subterranean structures or utilities and potentially jurisdictional areas identified to us. Client agrees to hold harmless and indemnify CSI for any claims, payments or other liability, including reasonable attorneys fees, for any damages to subterranean structures, utilities or potentially jurisdictional areas which are not (i) accurately identified by Client or others, (ii) accurately depicted on plans; or (iii) called to the attention of CSI prior to performing the Services, except to the extent that CSI has been contracted to locate sensitive areas on the site not identified or accurately located.

#### **7. INDEMNITIES**

CSI shall indemnify and hold Client harmless from and against any and all lawsuits, claims, liabilities, causes of action, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses, to the extent the same arise from (i) a negligent breach by CSI of these terms & conditions; (ii) violation of law by CSI in performing the Services or (iii) negligent errors or omissions of CSI in performing the Services. CSI's total maximum aggregate liability (irrespective of the number of claims or claimants) under this indemnity to client or any third party shall be limited by Client such that CSI's maximum liability to Client or any third party shall in no event exceed the amount set out in the paragraph entitled "risk allocation and liability limitation". Client agrees to release, defend, hold harmless and indemnify CSI from and against all further liability under the above indemnity including any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses, by whomever asserted, to the extent that such claim, property damage, injury or death resulted from (i) the negligence or willful misconduct of Client or Client's agent; (ii) violation of law or regulation by Client or Client's agent; (iii) Client or CSI's alleged involvement at the Site as an owner, operator, arranger, generator or transporter of hazardous substances or wastes; or (iv) inaccurate information provided by Client to CSI. Client understands the nature of invasive services which may involve drilling through varied soil and water substrata which may result in inadvertent and unavoidable cross-mingling of said strata and constituents therein; Client agrees to indemnify and hold harmless CSI should this occur to the extent not caused by the negligence of CSI, subject always in every respect to the limitation of liability set out in the paragraph below entitled "risk allocation and liability limitation".

#### **8. RISK ALLOCATION AND LIABILITY LIMITATION**

The parties hereunder are aware and understand the risks and rewards associated with the Services, as well as CSI's fee for these Services. The Client acknowledges that without this limitation of liability CSI would not have performed the services and that both parties had the opportunity to negotiate the terms and conditions of this Agreement. The Client and CSI agree to allocate certain of the risks so that, to the fullest extent permitted by law, CSI's total maximum aggregate (irrespective of the number of claims or claimants) liability to Client and any third parties shall in no event exceed \$50,000 or the amount of CSI's fee, whichever is greater for any and all injuries, damages, claims, losses, or expenses (including reasonable attorneys' fees and expert witness fees) arising out of this agreement from any cause or causes. Such causes include, but are not limited to, CSI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, indemnity obligations, or other acts giving rise to liability based upon contract, tort or statute except for the knowingly and intentionally wrongful misconduct of CSI. The limitation and Aggregate shall apply to all work for client by CSI irrespective of whether subsequent agreements contain this or a similar provision. Client agrees to indemnify and hold harmless CSI from and against all liabilities in excess of the monetary limit established above. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join CSI as a third-party defendant. For purposes of this paragraph, the term "parties" means the Client and CSI and their officers, directors, shareholders, employees, agents, affiliates, successors, assigns, and subcontractors. Both Client and CSI agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

#### **9. DISPUTE RESOLUTION COSTS**

In the event that CSI and Client find themselves in adversarial positions, and in the event of litigation, arbitration, or mediation in connection therewith, the non-prevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due.



#### **10. MONITORING**

This paragraph applies in the event CSI is retained by Client to provide a Site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal. In this case, CSI will report observations and its professional opinions to the Client. No action of CSI or CSI's Site representative shall be construed as altering any contract between Client and third parties. The CSI representative has no right to reject or stop work of any Client agent; such rights are reserved solely for Client. Furthermore, CSI's presence on-site does not in any way guarantee the completion or quality of the performance of the work of any third party. CSI will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of any third party or any agent of the Client.

#### **11. SAMPLING OR TEST LOCATION.**

Unless otherwise stated, the fees in the Proposal do not include costs associated with surveying of the site for the accurate horizontal or vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations only, unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

#### **12. WASTES; SAMPLES**

This paragraph applies in those instances where Services performed involve wastes or samples. Unless otherwise specified in the Proposal, proper disposition of any contaminated materials generated during the Services (including, but not limited to, waste materials, samples, produced soils or fluids, cuttings, or protective gear or equipment) is out-of-scope and shall require a written amendment by the parties specifying Client's choice of transporter and waste facility. In no event shall CSI be required to sign or certify a manifest, disposal ticket or like document relating to the transport or disposition of hazardous materials or hazardous waste. It is understood and agreed that CSI, in performing the Services, does not act as a generator, transporter, arranger, or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Client and CSI understand and agree that title to all foregoing samples and waste materials remains with Client. Laboratory or field equipment that cannot be decontaminated from hazardous constituents shall become the property and responsibility of Client, and Client shall reimburse CSI for its fair market value unless otherwise agreed in writing. Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of ordered analytical tests; other investigation-derived wastes will be disposed of within 60 days after submission of a final CSI report documenting the Services. At Client's written request, CSI will retain preservable test specimens or the residue therefrom at an agreed-to charge, and will use reasonable and common business efforts to retain such test specimens or samples but only for a mutually acceptable and agreed-to storage charge and period of time. Client agrees that CSI is not responsible or liable under any circumstance or in any event to Client or any third party for any loss of test specimens or samples retained in storage, Client waiving all claims in connection therewith and agreeing to indemnify CSI in connection therewith.

#### **13. DELAYS; CHANGED CONDITIONS**

If Services cannot be performed on or before the projected due date because of circumstances beyond the reasonable control of CSI, including, but not limited to, strike, fire, riot, excessive precipitation, act of God, access limitations, health and safety risks, governmental action, third party action or Client action or omission, or criminal acts by non-CSI persons or entities, or acts of war, terrorism, or the public enemy, the Services shall be amended by Client and CSI in accordance with paragraph 19. In the event Site conditions change materially from those observed at the Site or described to CSI at the time of Proposal, CSI and Client shall execute a written change order evidencing equitable adjustments to the Proposal and Project Cost; Client understands that said changed conditions may delay, postpone or suspend the Services until such time as Services and the Project Cost are amended. In the event a timely and equitable change order cannot be negotiated by the parties, CSI, at its discretion, may terminate its Proposal, Services, and agreement with Client.

#### **14. DISCOVERY OF HAZARDOUS MATERIALS**

Client represents that it has made a reasonable effort to evaluate if hazardous materials are on or near the Site, and that Client has informed CSI of Client's findings relative to the possible presence of such materials. Hazardous materials may exist where there is no reason to believe they could or should be present. CSI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the Proposal or termination of the



Services. CSI and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for CSI to take immediate measures to protect health and safety of its personnel. Client agrees to compensate CSI for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. CSI agrees to notify Client when unanticipated or suspected hazardous materials are encountered. Client shall make any and all disclosures required by law to the appropriate governing agencies. Client also agrees to hold CSI harmless for any and all consequences of disclosures made by CSI that are required by governing law or ethical canon. In the event the Site is not owned by the Client, Client shall be responsible for informing the Site owner of the discovery of unanticipated or suspected hazardous materials. Notwithstanding any other provision of the Agreement, Client waives any claim against CSI and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold harmless CSI from any claim, liability, and defense costs for injury or loss arising from CSI's discovery and disclosure or reporting of unanticipated or suspected hazardous materials, including, but not limited to, any project delay costs and any costs associated with possible reduction of the Site's value.

In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by applicable law, for separate and valuable consideration of the promises contained in this environmental indemnity language (which is a valuable and fundamental inducement to CSI to provide services to Client), Client agrees to defend, hold harmless, and indemnify CSI from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by CSI's negligence or willful misconduct (such exception being always subject to the "Risk Allocation and Liability Limitation" provision set out elsewhere herein), resulting from:

- c) Client's violation of any federal, state, or local statute regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- d) Client's undertaking of or arrangements for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at a site;
- e) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during, or after the completion of CSI's services;
- f) allegations that CSI is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state, or local regulation or law due to CSI's services; or
- g) any third party suit or claim for damages against CSI alleging strict liability, personal injury (including death) or property damage from exposure to or releases of toxic or hazardous substances or constituents at or from the project site before, during, or after completion of CSI's services under this Agreement.

The obligations of this paragraph are in addition to (and not in the place of) any other Client indemnity obligations herein. Nothing herein shall operate to increase the limitation of liability set out elsewhere herein.

#### 15. MONITORING WELLS

Client will take custody of all monitoring wells and probes installed as part of the services provided by CSI and will take any and all necessary steps for the proper maintenance, repair or closure of such well or probes at Client's expense.

#### 16. TERMINATION

Client or CSI may terminate a Proposal, the Services or this Agreement upon seven (7) days written notice should the other party fail substantially to perform in accordance with these Terms & Conditions through no fault of the terminating party or if the Client suspends the Services for more than three (3) months. Further, CSI may terminate Services as described in the Proposal Acceptance Sheet hereunder. Client shall compensate CSI for Services performed up to the date of receipt of termination plus any and all reasonable costs incurred in terminating the Services in accordance with CSI's current fee schedule, including, but not limited to, the cost of completing analyses, records, and reports necessary to document project status at the time of termination.

#### 17. ASSIGNMENTS

Neither these Terms & Conditions nor any interest, claim or obligation hereunder shall be assigned or transferred by Client to any party or parties without the prior consent of CSI. Nothing herein shall prevent CSI from using CSI's subcontractors to assist in performing the Services.

#### 18. NON-WAIVER; INVALIDITY.



In the event that a provision herein shall for any reason be held invalid, illegal or unenforceable in any respect, such finding shall not affect the enforceability of any other provision of these Terms & Conditions. Failure or delay in exercising any right, power or remedy under these Terms & Conditions shall not impair any right, power or remedy which any party hereto may have, nor shall any such failure or delay be construed to be a waiver of any such right, power or remedy or an acquiescence in any breach or default hereunder absent an express, written waiver or acquiescence, nor shall any waiver of any breach or default be deemed a waiver of any default or breach subsequently occurring under these Terms & Conditions. These Terms & Conditions may be executed via facsimile or by transmitting originals; any number of executed counterparts will constitute one and the same instrument.

**19. APPLICABLE LAW; VENUE; SURVIVAL**

This agreement shall be governed by the laws of the Commonwealth of Kentucky. Venue for any action arising from this contract shall be in Fayette County, Kentucky. Should any claim or litigation arise between CSI and Contractor in which CSI is deemed by a judge, jury, arbitrator(s) or other adjudicative body to be successful, in whole or in part, Contractor shall reimburse CSI all of CSI's costs associated with defending or pursuing the claim including, but not limited to, all attorneys fees and costs. Paragraphs 3, 7 and 8 will survive termination of this Agreement for any cause.

**20. PRECEDENCE; AMENDMENTS**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice to proceed, oral communications or other agreement regarding the Services. These Terms & Conditions replace and supersede all prior discussions and agreements between and amongst Client and CSI with respect to the matters contained herein. These Terms & Conditions herein may be amended only by an agreement signed by both CSI and Client.

**21. CONTINUING AGREEMENT**

The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If CSI provides services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations of liability established under the Agreement apply to such Services as if the parties had executed an amendment.

**22. CONFLICTS OF INTEREST**

CSI will advise the Client of any existing or potential conflicts of interest which are discovered during the performance of services under this Agreement. All parties agree that CSI may discontinue its services in accordance with the "Termination" provisions set out elsewhere in this Agreement in the event a material conflict of interest is discovered or becomes evident.

**PAYMENT TERMS:**

CSI will be compensated for performing the Services in accordance with the Proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of CSI's invoice and recognizes that charges not paid within 30 days are subject to a late payment charge of 1.5 percent (1.5%) (but not to exceed the maximum applicable legal rate) of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. The Client shall notify CSI within 10 days of receipt of CSI's invoice should the invoice contain charges the Client intends to dispute. Client agrees to pay any and all collection costs on overdue invoices, including reasonable attorneys' fees.

Company:	Oldham County Schools % Studio Kremer Architects	Consulting Services Incorporated
Print Name of Authorized Representative:	_____	_____
Signature of Authorized Representative:	_____	_____

Accepted Date:




OLDHAM COUNTY BOARD OF EDUCATION

**CONCERN**

Consider Approval of Change Order #2 for the NOHS Baseball Batting Cage & Storage Building Project.

**DISCUSSION**

Change Order #2 (attached) proposes additional cost to the NOHS Baseball Batting Cage & Storage Building Project for the rerouting of wire to scoreboard due to conflict with foundations of new building and the installation of a new transformer and panel. Brent Bohannon, Director of Facilities Management, recommends approval of Change Order #2 in the amount of \$7,229.00 to the Parco Constructors Group, LLC contract.

**RECOMMENDATION**

Approve Change Order #2 in the amount of 7,229.00 for the NOHS Baseball Batting Cage & Storage Building Project to the Parco Constructors Group, LLC contract and hereby authorize the Director of Facilities Management to execute the necessary documentation.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and unanimously carried, the Board approved Change Order #2 in the amount of 7,229.00 for the NOHS Baseball Batting Cage & Storage Building Project to the Parco Constructors Group, LLC contract and hereby authorize the Director of Facilities Management to execute the necessary documentation.

\_\_\_\_\_  
Susanne Hundley, Chairman

\_\_\_\_\_  
Dr. Jason Radford  
Superintendent and Secretary to the Board



# AIA<sup>®</sup>

# Document G701<sup>®</sup> – 2017

## Change Order

**PROJECT: (Name and address)**NOHS Batting Cage  
Baseball Batting Cages**CONTRACT INFORMATION:**Contract For: General Construction  
Date: April 25, 2022**CHANGE ORDER INFORMATION:**Change Order Number: 002  
Date: October 17, 2023**OWNER: (Name and address)**Oldham County BOE  
  
6165 W. Hwy 146  
Crestwood, KY 40014**ARCHITECT: (Name and address)**Oldham County Schools Facility  
Management Dept.  
6165 W. Hwy 146  
Crestwood, KY 40014**CONTRACTOR: (Name and address)**Parco Constructors Group, LLC  
  
2521 Ridgemar Ct.  
Louisville, KY 40299**THE CONTRACT IS CHANGED AS FOLLOWS:***(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Reroute wire for scoreboard and install new transformer and panel.

The original Contract Sum was	\$	403,900.00
The net change by previously authorized Change Orders	\$	1,973.00
The Contract Sum prior to this Change Order was	\$	405,873.00
The Contract Sum will be increased by this Change Order in the amount of	\$	7,229.00
The new Contract Sum including this Change Order will be	\$	413,102.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be August 1, 2022

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**Oldham County Schools Facility  
Management Dept.**ARCHITECT (Firm name)**

Parco Constructors Group, LLC

**CONTRACTOR (Firm name)**

Oldham County BOE

**OWNER (Firm name)****SIGNATURE**Brent Bohannon, Director of Facilities  
Management**PRINTED NAME AND TITLE****DATE****SIGNATURE**

Brian Parsley, Secretary/Treasurer

**PRINTED NAME AND TITLE****DATE****SIGNATURE**

Dr. Jason Radfod, Superintendent

**PRINTED NAME AND TITLE****DATE**

# PARCO CONSTRUCTORS GROUP, LLC

General Contractor

P.O. Box 99339

Louisville, KY 40269

502-266-7877

Fax 502-266-9114

October 11, 2023

Re: North Oldham High School  
Batting Cage Addition  
Change Order Request #1

Mr. Brent Bohannon  
Oldham County Schools  
6165 W. Highway 146  
Crestwood, KY 40014

Dear Brent:

Parco Constructors Group, LLC proposes to add the following electrical changes as described below. The cost for this work is \$7,229.00. The breakdown is as follows:

Repulled wire for the scoreboard that was in the way of the new construction foundations

Gray Electric Quote	\$ 1,725.00
Parco Markup (7.5%)	<u>\$ 129.00</u>
Total	\$ 1,854.00

Installed 3 phase transformer and panel (see attached quote and description)

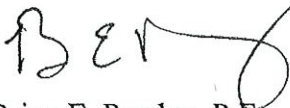
Gray Electric Quote	\$ 5,000.00
Parco Markup (7.5%)	<u>\$ 375.00</u>
Total	\$ 5,375.00

Grand Total	\$ 7,229.00
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Please let us know how to proceed with this work. If you should have any questions, please do not hesitate to call.

Very truly yours;

PARCO CONSTRUCTORS GROUP, LLC



Brian E. Parsley, P.E.  
Project Manager



**Gray Electric, LLC**

59 Northridge Dr  
Bedford, KY 40006 US  
mikegrayelectricllc@gmail.com

INVOICE

BILL TO  
Parco Construction  
2521 Ridgemar Ct  
Louisville, KY 40299

INVOICE 1048  
DATE 12/09/2022  
TERMS Due on receipt  
DUE DATE 12/09/2022

DESCRIPTION

AMOUNT

3 phase transformer & panel install	5,000.00
- Installed 15 KVA 3 phase 480V primary 120/208V secondary transformer	
- 3 phase 480 braker	
- 3 phase 120/208V 18 space panel with 3 pole 60 AMP main	
- Concrete pad	
- All wire, fittings, raceways, & labor included	
- Finish	0.00

Remaining balance on finish \$6500.  
Thank you - Mike Gray

BALANCE DUE **\$5,000.00**

Estimate Summary

\$

**Gray Electric, LLC**

59 Northridge Dr  
Bedford, KY 40006 US  
mikegrayelectricllc@gmail.com

INVOICE

BILL TO  
Parco Construction  
2521 Ridgemar Ct  
Louisville, KY 40299

INVOICE 1083  
DATE 04/02/2023  
TERMS Due on receipt  
DUE DATE 04/02/2023

DESCRIPTION

	AMOUNT
- Re-pulled damaged wire that fed scoreboard and occurred when concrete footers were installed for North Oldham Batting cages.	1,725.00
- Distance approximately 450' (3 - #10 wires) - Total wire footage used approximately 1350'	
- Compressor rental	
- 4 hours labor x 2 men	
- 1 hour labor x 1 man	

Time & material repair work requested by Steve Davis on Job #2225.

BALANCE DUE

**\$1,725.00**

Thank you - Mike Gray

OLDHAM COUNTY BOARD OF EDUCATION

**CONCERN**

Consider Approval of Change Order #1 for the Oldham County High School Partial HVAC Upgrades Project.

**DISCUSSION**

On September 26, 2022 the Board approved the Award of Contract for the Oldham County High School Elementary School Mechanical Upgrades Project to GBMC, Inc.

Change Order #1 (attached) proposes a additional cost to the Oldham County High School Partial HVAC Upgrades Project for relocation of access controls pathway and reinstallation/painting boiler piping. Brent Bohannon, Director of Facilities Management, recommends approval of Change Order #1 in the amount of \$12,345.25 to the contract with GBMC, Inc.

**RECOMMENDATION**

Approve Change Order #1 for the Oldham County High School Elementary School Mechanical Upgrades Project in the amount of \$12,345.25 for submission to the Kentucky Department of Education, District Facilities Branch, Division of District Support and hereby authorize the Director of Facilities Management to execute the necessary documentation.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and unanimously carried, the Board approved Change Order #1 for the Oldham County High School Elementary School Mechanical Upgrades Project in the amount of \$12,345.25 for submission to the Kentucky Department of Education, District Facilities Branch, Division of District Support and hereby authorize the Director of Facilities Management to execute the necessary documentation

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Susanne Hundley, Chairman

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Dr. Jason Radford  
Superintendent and Secretary to the Board





# AIA Document G701® – 2017

## Change Order

**PROJECT:** (Name and address)  
OCHS HVAC Upgrades  
OCHS

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: July 27, 2023

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date: September 28, 2023

**OWNER:** (Name and address)  
Oldham County Board of Education  
6165 West Highway 146  
Crestwood, KY 40014  
Jason Radford, Superintendent

**ARCHITECT:** (Name and address)  
CMTA, Inc.  
10411 Meeting Street  
Prospect, KY 40059  
Brett Lawson, Project Manager

**CONTRACTOR:** (Name and address)  
G.B.M.C., Inc.  
565 Eastern Blvd.  
Clarksville, IN 47129  
Leah White

**THE CONTRACT IS CHANGED AS FOLLOWS:**

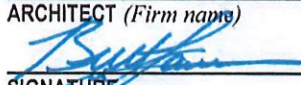
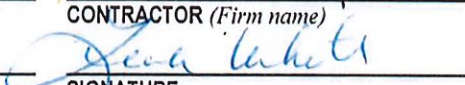
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Relocation of access controls pathways	\$2,760.00
Reinsulate and paint boiler piping	\$9,585.25

The original Contract Sum was	\$	920,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	920,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	12,345.25
The new Contract Sum including this Change Order will be	\$	932,345.25
The Contract Time will be unchanged by Zero (0) days.		
The new date of Substantial Completion will be		

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

CMTA, Inc ARCHITECT (Firm name)	G.B.M.C., Inc. CONTRACTOR (Firm name)	Oldham County Board of Education OWNER (Firm name)
 SIGNATURE	 SIGNATURE	 SIGNATURE
Brett Lawson, Project Manager PRINTED NAME AND TITLE	Leah White Project Admin. PRINTED NAME AND TITLE	Jason Radford, Superintendent PRINTED NAME AND TITLE
10-11-2023 DATE	10-11-23 DATE	 DATE

# FACPAC Contract Change Order Supplemental Information Form (Ref# 58349)

Form Status: Saved

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Tier 4 Project: OCHS - Partial HVAC Upgrades

BG Number: 21-184

District: Oldham County (HB678)

Status: Active

Phase: Project Initiation (View Checklist)

Contract: G.B.M.C., Inc., 0001, General Construction Contract

Type: General Contractor

Proposed

Change Order Number	1
Time Extension Required	No
Date Of Change Order	9/28/2023
Change Order Amount To Date	Increase

## Construction Contingency

Calculations below are project wide. Remaining negative Construction Contingency may require the submission of a revised BG1.

Current Approved Amount	\$46,000.00
Net Approved COs	\$0.00
Remaining After Approved COs	\$46,000.00
Net All COs	\$12,345.25
Remaining After All COs	\$33,654.75

This Requested Change Order Amount \$12,345.25

+/-

Change In A/E Fee This Change Order

+/-

Change In CM Fee This Change Order

+/-

Remaining Construction Contingency \$33,654.75

Balance

Contract Change Requested By General Contractor

Contract Change Reason Code Found Condition

Change Order Description And Justification

Demolition exposed a security conduit interfering with the installation of new mechanical door. Conduit appears to be routed to a controller above the existing double doors.

Reinsulate and paint boiler piping.

Cost Benefit To Owner

None

Contract unit prices have been utilized No to support the cost associated with this change order.

### Detailed Cost Breakdown

Contract unit prices have not been utilized, provide a detailed cost breakdown which separates labor, material, profit and overhead.

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<b>Detail Item</b>	<b>Amount</b>	<b>Percent of Total</b>
Labor	\$9,985.00	80.88%
Materials	\$750.00	6.08%
Profit and Overhead	\$1,610.25	13.04%
Bond Insurance		0.00%
<b>Cost Breakdown Total:</b>	<b>\$12,345.25</b>	

Cost for this Change Order supported No by an alternate bid or competitive price quote  
Explain Why



**Change Order Supplemental Information Form Signature  
Page (Online Form Ref# 58349)**

  
Architect

10.11.2023  
Date

\_\_\_\_\_

\_\_\_\_\_

Construction Manager

Date

Finance Officer

Date

Local Board of Education Designee

Date

OLDHAM COUNTY BOARD OF EDUCATION

**CONCERN**

Consider Approval of Change Order #1 for the Buckner Elementary School Mechanical Upgrades Project.

**DISCUSSION**

On February 27, 2022 the Board approved the Award of Contract for the Buckner Elementary School Mechanical Upgrades Project to GBMC, Inc.

Change Order #1 (attached) proposes a reduction in cost to the Buckner Elementary School Mechanical Upgrades Project for removal of the boiler staging panel. Brent Bohannon, Director of Facilities Management, recommends approval of Change Order #1 in the deductive amount of \$3,778.00 to the contract with GBMC, Inc.

**RECOMMENDATION**

Approve Change Order #1 for the Buckner Elementary School Mechanical Upgrades Project in the deductive amount of \$3,778.00 for submission to the Kentucky Department of Education, District Facilities Branch, Division of District Support and hereby authorize the Director of Facilities Management to execute the necessary documentation.

On a motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and unanimously carried, the Board approved Change Order #1 for the Buckner Elementary School Mechanical Upgrades Project in the deductive amount of \$3,778.00 for submission to the Kentucky Department of Education, District Facilities Branch, Division of District Support and hereby authorize the Director of Facilities Management to execute the necessary documentation.

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Susanne Hundley, Chairman

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Dr. Jason Radford  
Superintendent and Secretary to the Board



# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Buckner Elementary Mechanical Upgrades Prospect	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: September 27, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001  Date: October 3, 2023
<b>OWNER:</b> <i>(Name and address)</i> Oldham County Schools 6165 W. Hwy. 146 Crestwood, KY 40014 Jason Radford, Superintendent	<b>ARCHITECT:</b> <i>(Name and address)</i> CMTA, Inc. 10411 Meeting Street Prosepect, KY 40059 Brett Lawson, Project Manager	<b>CONTRACTOR:</b> <i>(Name and address)</i> G.B.M.C., Inc. 565 Eastern Blvd. Claskville, IN 47129 Leah White

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

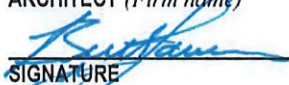
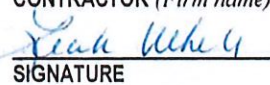
Remove the boiler staging panel and integrate the boiler through the BAS (\$3,778.00)

The original Contract Sum was	\$ 341,189.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 341,189.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 3,778.00
The new Contract Sum including this Change Order will be	\$ 337,411.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

CMTA, Inc. <b>ARCHITECT</b> <i>(Firm name)</i>	G.B.M.C., Inc. <b>CONTRACTOR</b> <i>(Firm name)</i>	Oldham County Schools <b>OWNER</b> <i>(Firm name)</i>
 <b>SIGNATURE</b>	 <b>SIGNATURE</b>	 <b>SIGNATURE</b>
Brett Lawson, Project Manager <b>PRINTED NAME AND TITLE</b>	Leah White, Project Manager <b>PRINTED NAME AND TITLE</b>	Jason Radford, Superintendent <b>PRINTED NAME AND TITLE</b>
10.11.2023 <b>DATE</b>	10/11/23 <b>DATE</b>	 <b>DATE</b>



# FACPAC Contract Change Order Supplemental Information Form (Ref# 58744)

Form Status: Saved

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Tier 4 Project: Buckner ES - Mechanical Upgrades

BG Number: 23-233

District: Oldham County (HB678)

Status: Active

Phase: Project Initiation (View Checklist)

Contract: G.B.M.C., Inc., 0001, Mechanical Upgrades

Type: General Contractor

Proposed

Change Order Number	1
Time Extension Required	No
Date Of Change Order	10/3/2023
Change Order Amount To Date	Decrease

## Construction Contingency

Calculations below are project wide. Remaining negative Construction Contingency may require the submission of a revised BG1.

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Current Approved Amount	\$17,059.45
Net Approved COs	\$0.00
Remaining After Approved COs	\$17,059.45
Net All COs	\$-3,778.00
Remaining After All COs	\$20,837.45

This Requested Change Order Amount (\$3,778.00)

+/-

Change In A/E Fee This Change Order

+/-

Change In CM Fee This Change Order

+/-

Remaining Construction Contingency \$20,837.45

Balance

Contract Change Requested By General Contractor

Contract Change Reason Code Reduction of Scope

Change Order Description And Justification

Remove the boiler staging panel and integrate the boilers through the BAS.

Cost Benefit To Owner

Credit

Contract unit prices have been utilized No  
to support the cost associated with this  
change order.

## Detailed Cost Breakdown

Contract unit prices have not been utilized, provide a detailed cost breakdown which separates labor, material, profit and overhead.

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<b>Detail Item</b>	<b>Amount</b>	<b>Percent of Total</b>
Labor		0.00%
Materials		0.00%
Profit and Overhead		
Bond Insurance		0.00%
<b>Cost Breakdown Total:</b>	<b>\$0.00</b>	
Cost for this Change Order supported by an alternate bid or competitive price quote	Yes	
Attachments	CO#001.BEM.pdf	

**Change Order Supplemental Information Form Signature  
Page (Online Form Ref# 58744)**



Architect

10-11-2023

Date



Construction Manager



Date

Finance Officer

Date

Local Board of Education Designee

Date