

MEMO

TO: Dr. Jesse Bacon, Superintendent *JB*

FROM: Troy Wood, Chief Operations Officer *T. Wood*

Date: June 14, 2024

RE: Approval Toadvine Cooperative Purchase Agreement

We are seeking Board approval to enter into a Cooperative Purchase Agreement with Toadvine Enterprises to provide installation of bleacher seating and press boxes at Bullitt East, North Bullitt, and Bullitt Central high schools. The scope of work will include materials and installation of A-frame bleacher seating, VIP chair seating, and prefabricated press boxes at the baseball and softball fields.

Once approved, Cate Ward, Architect with Studio Kremer Architects will provide all construction documents related to this project following KDE Requirements for Cooperative Purchase Agreements. Toadvine will review the General Construction Bid Packages 1 for the Baseball and Softball Field general construction and finalize their contract for Board Approval at the July 19th Board Meeting.

Attachments to this memo include a Preliminary Proposal from Toadvine Enterprises.

I recommend that the Board approve the items above.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

PROPOSAL SCOPE

6-14-24

To: Bullitt County Schools

From: Chris Toadvine

Job Name: Bullitt County High Schools Baseball & Softball Grandstands

Job Location: Hebron, KY - Shepherdsville, KY – Mt. Washington, KY

Dant Sourcewell: 081523-DCT

Bullitt Count Board of Education Sourcewell: 198590

PRICE BASED ON A DIRECT PURCHASE ORDER (DPO) FOR MATERIALS WITH TOADVINE AND LABOR AS SEPARATE CONTRACT WITH VINE & BRANCH LLC

*PRICES ARE GOOD FOR 14 DAYS.

*PRICES ASSUME ORDER RELEASED BY 6-28-24 FOR January-February 2025 DELIVERY



NORTH BULLITT HIGH SCHOOL:

ALUM-A-STAND GRANDSTAND BASEBALL & SOFTBALL - BOTH STANDS TO BE IDENTICAL

- DANT CLAYTON ALUM-A-STAND GRANDSTANDS
- MITERED FRONT WALKWAY
- SEATS: 274 AT EACH FIELD
- 8" RISE PER ROW X 24" ROW SPACING AT BENCH SEATING AREAS
- VIP SEATING BEHIND HOME PLATE WITH COLOSSEUM 1 SEATS. 10" RISE X 33" RUN
- 24" ELEVATION AT FRONT WALKWAY
- SHOT BLASTED SLIP AND STAIN RESISTANT WALK SURFACES
- (2) POWDER COATED COLORS AT RISER BOARDS & AISLES.
- BLACK VINYL CHAIN LINK FENCE ENCLOSURE - STANDARD
- ANODIZED BENCH SEATING
- WINDSCREENS WITH LOGOS/BRANDING WRAPPING SIDES AND REAR OF GRANDSTANDS
- INSTALLER MUST BE PROVIDED ACCESS DIRECTLY TO STAND FOR CRANES, FORKLIFTS ETC. TO COMPLETE INSTALLATION.

PRESS BOX: - PER SPECS

- 8 X 12 TYPE 1 PRESS BOX
- 1 HVAC UNIT
- (3) INTERIOR ROOMS
- (1) STEEL ENTRY DOORS WITH STEEL FRAME & STANDARD KEYED OPTION
- END WALL WINDOWS

TOADVINE

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- STEEL SIDING
- ALUMINUM COUNTERS
- AV READY
- 100 AMP ELECTRICAL BOX – STANDARD

MATERIALS DELIVERED DIRECT PURCHASE WITH TOADVINE: \$ 477,321.00

INSTALLATION – SEPARATE CONTRACT WITH VINE & BRANCH LLC: \$ 74,125.00



BULLITT EAST HIGH SCHOOL

ALUM-A-STAND GRANDSTAND BASEBALL

- DANT CLAYTON ALUM-A-STAND GRANDSTANDS
- SEATS: 274+/- AT EACH FIELD
- 8" RISE PER ROW X 24" ROW SPACING AT BENCH SEATING AREAS
- VIP SEATING BEHIND HOME PLATE WITH COLOSSEUM 1 SEATS. 10" RISE X 33" RUN
- NON-ELEVATED
- SHOT BLASTED SLIP AND STAIN RESISTANT WALK SURFACES
- (2) POWDER COATED COLORS AT RISER BOARDS & AISLES.
- BLACK VINYL CHAIN LINK FENCE ENCLOSURE - STANDARD
- ANODIZED BENCH SEATING AT 1ST AND 3RD BASE
- WINDSCREENS WITH LOGOS/BRANDING WRAPPING SIDES AND REAR OF GRANDSTANDS
- INSTALLER MUST BE PROVIDED ACCESS DIRECTLY TO STAND FOR CRANES, FORKLIFTS ETC. TO COMPLETE INSTALLATION.

PRESS BOX: - PER SPECS

- 8 X 12 TYPE 1 PRESS BOX
- 1 HVAC UNIT
- (3) INTERIOR ROOMS
- (1) STEEL ENTRY DOORS WITH STEEL FRAME & STANDARD KEYED OPTION
- END WALL WINDOWS
- STEEL SIDING
- ALUMINUM COUNTERS
- AV READY – (1) ADDITIONAL CONDUIT RUN
- 100 AMP ELECTRICAL BOX – STANDARD

ALUM-A-STAND GRANDSTAND SOFTBALL -

- DANT CLAYTON ALUM-A-STAND GRANDSTAND
- MITERED FRONT WALKWAY

TOADVINE

SEATING • ATHLETIC EQUIPMENT • VIDEO SCOREBOARDS

- SEATS: 274 AT EACH FIELD
- 8" RISE PER ROW X 24" ROW SPACING AT BENCH SEATING AREAS
- VIP AREA WITH COLOSSEUM 1 SEATS. 10" RISE X 33" RUN
- 24" ELEVATION AT FRONT WALKWAY
- SHOT BLASTED SLIP AND STAIN RESISTANT WALK SURFACES
- (2) POWDER COATED COLORS AT RISER BOARDS & AISLES.
- BLACK VINYL CHAIN LINK FENCE ENCLOSURE - STANDARD
- ANODIZED BENCH SEATING
- PROVIDE STAIR ACCESS TO PRESS BOX – (PRESS BOX BUILT BY GC/OTHERS)
- WINDSCREENS WITH LOGOS/BRANDING WRAPPING SIDES AND REAR OF GRANDSTANDS
- INSTALLER MUST BE PROVIDED ACCESS DIRECTLY TO STAND FOR CRANES, FORKLIFTS ETC. TO COMPLETE INSTALLATION.

MATERIALS DELIVERED DIRECT PURCHASE WITH TOADVINE: \$ 374,023.00

INSTALLATION – SEPARATE CONTRACT WITH VINE & BRANCH LLC: \$ 72,125.00



BULLITT CENTRAL HIGH SCHOOL:

ALUM-A-STAND GRANDSTAND BASEBALL & SOFTBALL - BOTH STANDS TO BE IDENTICAL

- DANT CLAYTON ALUM-A-STAND GRANDSTANDS
- MITERED FRONT WALKWAY
- SEATS: 283 AT EACH FIELD
- 8" RISE PER ROW X 24" ROW SPACING AT BENCH SEATING AREAS
- VIP BLEACHER BEHIND HOME PLATE WITH COLOSSEUM 1 SEATS. 10" RISE X 33" RUN
- 24" ELEVATION AT FRONT WALKWAY
- SHOT BLASTED SLIP AND STAIN RESISTANT WALK SURFACES
- (2) POWDER COATED COLORS AT RISER BOARDS & AISLES.
- BLACK VINYL CHAIN LINK FENCE ENCLOSURE - STANDARD
- ANODIZED BENCH SEATING
- WINDSCREENS WITH LOGOS/BRANDING WRAPPING SIDES AND REAR OF GRANDSTANDS
- INSTALLER MUST BE PROVIDED ACCESS DIRECTLY TO STAND FOR CRANES, FORKLIFTS ETC. TO COMPLETE INSTALLATION.

MATERIALS DELIVERED DIRECT PURCHASE WITH TOADVINE: \$ 283,190.00

INSTALLATION – SEPARATE CONTRACT WITH VINE & BRANCH LLC: \$ 64,065.00

**NO CHANGES AFTER ORDER RELEASED WITHOUT JEOPARDIZING DELIVERY DATES AND COST.

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NOTES: WE MUST HAVE ACCESS DIRECTLY TO ALL NEW STADIUM LOCATIONS FOR STAGING, EQUIPMENT, PRESS BOX INSTALLATION CRANE / CHERRY PICKER. SITE / CONCRETE PROTECTION IS NOT INCLUDED IN THE NUMBERS BELOW. PER STUDIO KREMER ARCHITECTS ROAD ACCESS WILL BE PROVIDED FOR INSTALLATION

INCLUSIONS:

- PERFORMANCE & PAYMENT BOND
- KY ENGINEER STAMPED DRAWINGS & STATE CODE REVIEW
- FOUNDATION DESIGN – IN CONJUNCTION WITH SITE ENGINEER. SITE ENGINEER WILL HAVE FINAL DESIGN APPROVAL. (DANT FOUNDATION DESIGN WILL ASSUME SPREAD FOUNDATIONS ONLY) ANY OTHER ALTERNATE FOUNDATION DESIGN WILL BE RESPONSIBILITY OF OTHERS.
- INSTALLATION OF BLEACHERS

EXCLUSIONS:

- CONCRETE FOUNDATIONS – SEE ABOVE INCLUSIONS
- SPECIAL INSPECTIONS
- OWNER PREFERRED KEYS, CORES & LOCKS ON PRESS BOX DOORS BY OTHERS
- AV/SOUND EQUIPMENT – BY OTHERS
- SITEWORK OR SITE DESIGN INCLUDING BUT NOT LIMITED TO DRAINAGE PLAN
- SITE PLAN WITH CIVIL ENGINEER STAMP REQUIRED FOR PERMITS TO BE OWNER/GC RESPONSIBILITY
- SURVEYS OR CONTROL POINTS – TO BE PROVIDED BY ARCHITECT/OTHERS
- ROCK REMOVAL OR OVER-EXCAVATION
- GEOTECHNICAL REPORT
- LOCAL PERMITS OR IF REQUIRED LICENSES TO BE BY GC/OWNER
- SEE ATTACHED PROJECT EXCLUSIONS PAGE

DUE TO CURRENT GLOBAL SUPPLY CHAIN CHALLENGES THE MATERIAL DELIVERY TIMEFRAME IS NOT GUARANTEED.

PRICE BASED ON A DIRECT PURCHASE ORDER (DPO) FOR MATERIALS WITH TOADVINE AND LABOR AS SEPARATE CONTRACT WITH VINE & BRANCH LLC -

PAYMENT TERMS:

- 1/3 WITH ORDER
- 1/3 AT MATERIAL DELIVERY
- 1/3 ON COMPLETION

EXCLUSIONS & CLARIFICATIONS:

APPLICABLE UNLESS SPECIFICALLY CALLED OUT IN THE SCOPE ABOVE

CONTRACT ITEMS

1. Pay if paid terms
2. No damages for delay clauses
3. Liquidated and consequential damages
4. Accelerations or changes to our schedule without and equitable contract price adjustment
5. Unreasonable limitations on profit and overhead charges in connection with change orders
6. Builders Risk Insurance
7. Insurance limits exceeding, or other requirements beyond, the attached standard insurance certificate & endorsements.
8. Waiver of lien or bond rights prior to receiving payment

DESIGN AND CONSTRUCTION ITEMS

9. Demolition.
10. Temporary Access (roadways, bridges, matting, etc.)
11. Field Welding
12. Geotechnical Services.
13. Special Inspection Services.
14. Testing and Inspections Services.
15. Protection of our work from the work performed by others.
16. Obtaining building permits of any kind.
17. Services for early foundation design.
18. Services resulting from changes of scope, magnitude and timeline of the project as described.
19. Services resulting from corrections or revisions required because of errors or omissions in construction by the contractor or other subcontractors.
20. Shimming more than amount included in bid.
21. Shimming for work performed by others that is out of industry standard tolerance or tolerances noted on Toadvine Enterprises design documents.
22. Toadvine Enterprises will not be responsible for locating utilities, unless noted otherwise in our proposal. The owner/GC or CM is obligated to ensure that all utilities are properly marked and shown to Toadvine Enterprises prior to beginning of work. Toadvine Enterprises will not be responsible for unmarked, miss-marked, private, or otherwise unknown utilities.
23. BIM requirements

24. Design or construction of shoring and bracing for excavations and buildings or underpinning of adjacent structures.
25. Services required for investigating or making measured drawings of existing conditions or verification of drawings and information provided by the owner, CM/GC, architect or other third party.
26. Verification of field measurements after our design drawings have been approved.
27. Lightning protection or electrical grounding cables, unless noted otherwise in our proposal.
28. Composite clean-up crew participation.
29. Multiple cleaning iterations of installed materials
30. Dust control
31. Flagmen, street barriers, permits to close streets, etc.
32. Task lighting
33. Security of material, equipment, tools from theft.
34. Gutters, drip shields, drain bodies, drain connections or any other types of drainage items within or below the stadia system.
35. Drop panels, sub-roofs, or closure material at thresholds between our work and the work of others, not shown on the contract drawings.
36. Flashing, or other joint or closure material, at thresholds between our work and the work of others, not shown on the contract drawings.
37. Trim, closure, or other material necessary around the penetration of the building columns through the stadia / loge areas.
38. Vertical closure at egress stairs and/or ramps, below the tread support channels
39. Riser Closure / Skirting unless noted in scope of work.
40. Fencing below the grandstand unless noted in scope of work
41. Fencing or railing system not attached to stadia (unless specifically included in scope of work).
42. Embedded steel in concrete or other work provided by others.
43. Anchor bolt material or templates for work not specified by Toadvine Enterprises
44. Fire protection, firestopping or fire rating for any provided materials

FOUNDATION/CONCRETE ITEMS

45. Site Clearing
46. Over excavation of foundations.
47. Rock excavation.
48. Off-site removal of spoils.
49. Landscaping.
50. Storm drainage and culverts.
51. Gravel backfills.
52. Caulking.
53. Waterproofing.
54. Baseline layout.
55. Cold weather protection.
56. Epoxy rebar.
57. Geo grid.
58. Trench drains.
59. Electrical vaults.
60. Pipe supports and bollards.

61. Remediation for unsuitable soils. I.e... Flowable fill, etc.
62. Riprap and geotextile purchase and installation.
63. All pumping, diversion, dewatering of areas.
64. Concrete pumping due to poor site conditions.
65. Foundations or other concrete work.
66. Baseplate grouting.
67. Shoring for slabs on metal deck.

BID CLARIFICATIONS

1. Our proposal, in its entirety, is a required attachment to any agreement to any contract document executed on this project, and in the event of a discrepancy between the project documents and this proposal, our proposal shall govern.
2. Toadvine Enterprises is a participant in the coordination with other trades. It is beyond our scope to facilitate coordination and make sure all parties are coordinated.
3. Client will provide timely review and response to questions and submittals to allow the schedule to proceed without delay. Generally, (5) working days for RFI's and (10) working days for submittal review, unless noted otherwise
4. Contract agreement must allow for billing and receiving payment for stored materials.
5. Final code compliance is determined by the local code official. Toadvine Enterprises will exercise the Standard of Care to comply with applicable laws and codes in effect at the time the services are performed hereunder. If changes arise during construction due to differing code interpretations, Toadvine Enterprises shall not be held liable. Toadvine Enterprises will incorporate any comments received from local code officials during drawing review. We shall not be responsible for the cost or time impacts to our work imposed by interpretations or changes to our work by local code officials.
6. Architectural code compliance to be the responsibility of the project Architect.
7. Our proposal includes a structurally sound design but does not include responsibility for ensuring local code compliance or identifying code compliance errors provided to us in the Subcontract Documents.
8. Toadvine Enterprises must have clear and timely access for equipment, deliveries, and personnel as needed on the construction site.
9. Market pricing of Steel and Aluminum raw material based on award within 60 days of bid submittal (price subject to Nucor/LME or similar market pricing rate changes if not awarded within 60 days).
10. We will examine and compare the drawings, specifications, other Subcontract Documents, and information furnished relative to our work. Such examination and comparison shall be solely for the purpose of facilitating our work and not for the discovery of errors, inconsistencies, or omissions, in the Subcontract Documents, not for ascertaining if the Subcontract Documents are in accordance with laws. We will not have liability for errors, omissions, or inconsistencies discovered therein.
11. We shall rely upon the accuracy of environmental, subsurface, soil reports and investigations provided by the CM/GC, Owner, or other third party. We shall not be responsible for verifying the accuracy of those documents. We shall not be responsible for information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations.

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12. We shall not be responsible for investigating or verifying that work by others, necessary for the connection of our scope items, has been built in accordance with the contract documents.
13. Our proposal is based on all aesthetics as prescribed/specified in the Subcontract Documents by the architect or designer of record as of the date of this proposal. Changes to aesthetic aspects of the project will entail an equitable contract adjustment. We shall not be liable for subjective, sole responsible decision making by customer or other third parties regarding aesthetics.
14. The completeness, timeliness, and quality of Toadvine Enterprise's work will be evaluated based on standards and specifications included in the Subcontract Documents, instead of a subjective evaluation by Owner, Architect, or any other party.
15. Our proposal does not include verification of field measurements after our drawings have been approved. Should Toadvine Enterprises be required to field verify existing conditions prior to work commencing, Toadvine Enterprises shall be entitled to additional time and/or compensation to adjust our work if non-conforming conditions are found which deviate from the Subcontract Documents and/or the Approved Drawings
16. Non-prevailing wage rates are assumed
17. Proposal assumes a builder's risk insurance policy will be provided by owner or CM
18. One, single, final cleaning of installed materials at the time of substantial completion of our scope of work.
19. If the Subcontract Documents specify that we are responsible for the design of a particular system or component for Project incorporation, then all design and performance criteria shall be specified. We shall not be responsible for the adequacy of such performance and design criteria.
20. We shall not be held liable for damages from impacts to project schedules due to resolving undefined or incomplete contract document details during manufacturing or construction. In addition, Toadvine Enterprises shall not have payments withheld for schedule impacts from completing our delegated design scope responsibilities.
21. Our proposal is based on our existing insurance coverage, which includes professional liability with qualified language regarding delegated design.
22. Product limitations: Specs cannot exceed manufactured product limitations and pricing is based on reference standards including but not limited to: ASTM, AISC, ICC reports, Aluminum Design Manual, GANA, NAAMM, ACI, ANSI, PCI.