

June 24, 2024

OLDHAM COUNTY BOARD OF EDUCATION

CONCERN

Consider Approval of Change Order #2 for the Former Liberty Elementary School Demolition and Site Improvement Project.

DISCUSSION

Change Order #2 (attached) proposes an additional cost of \$30,212.86 to the Former Liberty Elementary School Demolition and Site Improvement Project for the removal and transport of diesel/diesel impacted water and soil and water sampling, and the removal of several hundred additional light bulbs.

The Kleingers Group and Brent Bohannon, Director of Facilities Management, recommend approval of Change Order #2 in the amount of \$30,212.86 to Z & S Demolition LLC.

RECOMMENDATION

Approve Change Order #2 for the Former Liberty Elementary School Demolition and Site Improvement Project in the additional cost amount of \$30,212.86 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 _____, the Board approved Change Order #2 for the Former Liberty Elementary School Demolition and Site Improvement Project in the additional cost amount of \$30,212.86 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. (,)


Suzanne Hundley, Board Chair


Dr. Jason Radford, Superintendent/Secretary



AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)

Liberty ES Demolition
8120 W. Hwy 42
Goshen, KY 40026

CONTRACT INFORMATION:

Contract For: General Construction
Date: March 26, 2024

CHANGE ORDER INFORMATION:

Change Order Number: 002
Date:

OWNER: (Name and address)

Oldham County Board of Education
6165 W. Hwy 146
Crestwood, KY 40014

ARCHITECT: (Name and address)

The Kleingers Group
2211 River Road
Louisville, KY 40206

CONTRACTOR: (Name and address)

Z & S Demolition, LLC
1313 Summer Haven Cir
Franklin, TN 37069

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 unsuitable soils around underground storage tanks - - - - - \$24,490.00

Remove additional 858 light bulbs - - - - - \$ 5,722.86

The original Contract Sum was	\$	243,730.00
The net change by previously authorized Change Orders	\$	8,055.00
The Contract Sum prior to this Change Order was	\$	251,785.00
The Contract Sum will be increased by this Change Order in the amount of	\$	30,212.86
The new Contract Sum including this Change Order will be	\$	281,997.86

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

The new date of Substantial Completion will be October 31, 2024

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.

The Kleingers Group

ARCHITECT (Firm name)

Gregg Bennett

SIGNATURE

Gregg Bennett, Louisville Group Leader

PRINTED NAME AND TITLE

06/07/2024

DATE

Z & S Demolition, LLC

CONTRACTOR (Firm name)

James Stevenson

SIGNATURE

James Stevenson, Owner/Foreman

PRINTED NAME AND TITLE

6/11/2024

DATE

Oldham County Board of Education

OWNER (Firm name)

Brent M. Bohannon

SIGNATURE

Brent M. Bohannon, Director of Facilities
Management

PRINTED NAME AND TITLE

DATE

BG1 Project Application Form (Revised)

(Ref# 21456)

Form Status: Saved

Tier 3 Project: Former Liberty ES Demolition

BG Number: 21-226

Status: Active

District: Oldham County (HB678)

Phase: Project Initiation (View Checklist)

Construction Delivery Method

Procurement Standard

Reason for Revision

Emergency

General Contractor

Bid Law

Change in project scope

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

Asbestos abatement and demolition of existing building, including sewage treatment plant and underground storage tank removal.

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

4.1.1 -

Estimated Cost: \$614,506.00

Facility: No Data

Project Not Listed on DFP No

Inventory

Facility Name

Scope

Provide a Complete Narrative of the Proposed Project

Asbestos abatement and demolition of existing building, including sewage treatment plant and underground storage tank removal.

Work Related to Project But Excluded from this BG1 Scope

Financial Plan

Probable Costs

Proposed Plan to Finance Application

Total Construction Cost	\$243,730.00
Construction Contingency	\$48,267.86
Architect / Engineer Fee	\$60,000.00
Construction Manager Fee	
Fiscal Agent Fee	
Bond Discount	
Equipment / Furnishings	
Equipment / Computers	
Technology Network System (KETS)	
Site Acquisition	
Site Survey	\$9,500.00
Geotechnical Investigations	\$5,000.00
Special Inspections	\$12,000.00
Commissioning	
Advertising	\$1,000.00
Printing	\$1,000.00

Other Probable Costs

Title	Amount
Direct Project Management Cost	\$5,000.00
No Data	\$0.00
No Data	
Total Project Cost	\$385,497.86

Funds Available

Bond Sale - SFCC	
Bond Requirement - SFCC	
Local FSPK Bond Sale	
Local General Fund Bond Sale	
Cash - SFCC Requirement	
Cash - Building Fund	\$385,497.86
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	
Total Funds Available	\$385,497.86

BG1 Signature Page (Online Form Ref# 21456)

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

May 9, 2024

Oldham County Schools
6165 W KY-146
Orchard Grass Hills, KY 40014

Change Order 002

**UST Removal
Liberty Elementary AI# 35268
8120 W Hwy 42
Goshen, KY 40026**

Dear Sir/Madam:

Southern Environmental Management & Specialties, Inc. (SEMS) is pleased to provide you with this change order for the additional Underground Storage Tank (UST) Removal & Closure activities at the above referenced location. The additional scope of work for this change order includes the following:

- Additional Mobilization for Geologist and Excavator w/ Operator.
- Additional day rates for personnel and equipment.
- Additional soil sample collection and laboratory analysis for PAHs.
- Removal, Transport, and Disposal approximately 150 tons of contaminated soil.

The total cost of this change order's additional out of scope services is an approximation - **\$24,490.00** and may change based on field conditions. Actual quantities determined in the field will be billed at quoted rates.

Should you have any questions or require additional information, please do not hesitate to call me at 615.509.3310.

Sincerely,
SEMS, Inc.



Brent Eberhard, P.G.
Project Manager

Change Order 002

UST Closure - Goshen, KY

ADDITIONAL OUT OF SCOPE RATES:		UNIT	UNIT PRICE	QUANTITY	SUBTOTAL
<i>(Contaminated Soil Removal/Disposal & Additional Sampling)</i>					
Mobilization - (Geologist & Equipment Operator)		each	\$3,200.00	1	\$3,200
Per Diem (Geologist & Equipment Operator)		day	\$400.00	1	\$400
Geologist		day	\$1,000.00	2	\$2,000
Equipment Operator w/ Excavator		day	\$2,500.00	2	\$5,000
Additional Soil Sampling (PAH)		each	\$150.00	5	\$750
Contaminated Soil Disposal		ton	\$75.00	150	\$11,250
PID + Field Consumables		day	\$150	1	\$150
Dump Truck (Contaminated Soil Transportation - \$500 minimum)		hour	\$145.00	12	\$1,740
				TOTAL=	\$24,490

CHANGE ORDER ACCEPTANCE AND AUTHORIZATION

**UST Removal
Liberty Elementary AI#35268
8120 W Hwy 42
Goshen, KY 40026**

Additional out of scope services - \$24,490.00

Oldham County Schools hereby accepts the above referenced change order's additional costs to the proposal dated March 3, 2024.

Name: _____

Title: _____

Signature: _____

Date: _____

Change Order No. 002



LES
LYELL ENVIRONMENTAL SERVICES

3524 Central Pike Suite 310
Hermitage, Tn 37076
615-889-2044

Z&S Demoliton
steve@zandsdemoliton.com
615-450-2462

May 23, 2024

RE: 4-ft Light Bulb Removal Authorization
8120 W Hwy 42
Goshen, KY 40026

Dear Z&S Demolition:

In response to removal activities, LES is pleased to submit an authorization form for the removal of additional 4-ft light bulbs at the above location.

The initial request was for the removal of 600 4-ft light bulbs. By the end of the job, LES removed a total of 1,458 light bulbs. The additional 858 bulbs were removed at a unit cost of \$6.67/4-ft bulb.

858 4-ft bulbs removed at \$6.67/4-ft bulb = \$5,722.86

LES appreciates the opportunity to work with you on your project. After your review of this form, if you have any questions, please feel free to contact me at 629-277-4445 or our office at 615-889-2044. We look forward to hearing from you.

Respectfully submitted,

Lyell Environmental Services

William Edmonds

PROPOSAL ACCEPTANCE SHEET

ACCEPTANCE:

Agreed to this 23 day of May, 2024

By: James Steveson

Print or type individual name of authorized representative

James E. Steveson

Signature of authorized representative

Owner/Foreman

Title

Z & S Demolition, LLC

Print or type name of Firm

Attachment: **General Conditions**

Standard Terms and Conditions

1. **SERVICES:** Lyell Environmental Services will perform the services set forth in the scope of services contained in Lyell Environmental proposal, which these STANDARD TERMS AND CONDITIONS are made a part of. The terms and conditions of Lyell Environmental Services proposal are as set herein.
2. **NO ASSIGNMENT:** Neither party shall assign its rights, interest or obligations under this Agreement without the express written consent of the other party. Any assignment made without such written consent shall be void; however, such consent shall not be unreasonably withheld.
3. **SERVICES TO BE FURNISHED BY CLIENT:** At no cost to Lyell Environmental Services
 - a) Provide to Lyell Environmental Services, in a reasonably prompt manner, all data and information in their possession of Client as may be required by Lyell Environmental Services to perform the services under this Agreement.
 - b) Provide Lyell Environmental Services personnel with access to the work site so that they may perform the work under this Agreement without interference.
 - c) Designate a person to act as Client representative, who shall have complete authority to transmit instructions, receive information, and interpret and define Client policies and decisions with respect to the services under this Agreement.
 - d) Give prompt notice to Lyell Environmental Services, should Client observe or otherwise become aware of any defect in the services provided by Lyell Environmental
 - e) Furnish to Lyell Environmental prior to any performance by Lyell Environmental a copy of any engineering, design, and construction standards which Client shall require Lyell Environmental to follow in its performance of services under this Agreement.
4. **TIME FOR ACCEPTANCE:** This offer shall remain firm for a period of 60 days from the date hereof, unless the time for acceptance is extended by Lyell Environmental.
5. **PERFORMANCE:** In performing the services, Lyell Environmental shall exercise that degree of care normally exercised by members of its profession in good standing, but Lyell Environmental makes no other warranty, expressed or implied, with respect to any services performed hereunder. Lyell Environmental shall not be liable for any claim, damage, cost or expense (including attorney fees) or other liability or loss not directly and solely caused by the negligent acts, errors or omissions of Lyell Environmental. In no event shall either party be liable for any individual or consequential loss or damage to the other party in connection with performance of services hereunder. The amount of liability that can be incurred is the amount of the project. The client shall also be responsible for all attorney fees/ court cost for the collection of past due moneys owed to Lyell Environmental Services.
6. **ADDITIONAL SERVICES:** Additional Services other than those tendered pursuant to any Additional Provisions attached hereto, or any subsequent modifications hereto, shall only be authorized by written amendment to this Agreement signed on behalf of client and Lyell Environmental. All Additional Services shall nevertheless be performed by Lyell Environmental subject to all of these Terms and Conditions.
7. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, Lyell Environmental shall be paid up to the effective date of termination for all services rendered by it and all drawings or other documents prepared by Lyell Environmental and need not be delivered to Client until all moneys owed to Lyell Environmental Services by Client (whether or not such moneys have then become due and payable) have been paid.