

CONSENT ITEM B-4

February 23, 2026

OLDHAM COUNTY BOARD OF EDUCATION

CONCERN

Consider approval of the BG-3, Construction Documents, and Award of Contract for the Oldham County Elementaries Site and Playground Improvements-PH 3 Project.

DISCUSSION

On September 22, 2025, the Board of Education approved the Initial BG-1 and the Architect/Engineer selection for the Oldham County Elementaries Site and Playground Improvements-PH 3 Project.

The Kentucky Department of Education requires that the Oldham County Board of Education approve the plans at various stages during the design process. The construction documents and BG-3 for the Oldham County Elementaries Site and Playground Improvements-PH 3 Project at Buckner, Crestwood, and Harmony Elementaries have been reviewed by Brent Bohannon, Director of Facilities, and are recommended for approval.

OCS Facilities Departments requested a proposal from MidStates Recreation, who have a Master Agreement with the State, for new playground equipment purchase and installation at Crestwood Elementary. The total proposed cost for Crestwood Elementary is \$313,225.96.

Brent Bohannon, Director of Facilities Management, has thoroughly reviewed the proposal and finds that MidStates Recreation proposal for new playground equipment and installation at Crestwood Elementary are consistent with past quotations for similar projects.

RECOMMENDATION

Approve the BG-3, Construction Documents, and Award of Contract to MidStates Recreation for the Oldham County Elementaries Site and Playground Improvements-PH 3 Project 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 the BG-3, Construction Documents and Award of Contract to MidStates Recreation, 1279 Havelton-Etna Rd SW. Pasaskala, OH 43062 for a lump sum amount of \$313,225.96 for the Oldham County Elementaries Site and Playground Improvements-PH 3 Project for submission to the Kentucky Department of Education, and hereby authorize the Director of Facilities Management to execute the necessary documentation. (,)

Carly Clem, Board Chair

Claudette Herald, Superintendent, Board Secretary

District Name: Oldham County District Code: 465 Facility Name: Buckner, Crestwood, Harmony School Code:

Project Name: Oldham County Elementaries: Site & Access Improvements - Phase 3

Project Phase:	Design Development:	<input type="checkbox"/>	Construction Documents:	<input checked="" type="checkbox"/>
1. Site Development	\$		1,178,000	
2. General Construction	\$		0	
3. Heating, Ventilation & Air Conditioning	\$		0	
4. Plumbing (Include Sprinkler System)	\$		0	
5. Electrical Work	\$		92,000	
6. Sewage Disposal System	\$		0	
7. Total Construction Cost (1-6)			\$ 1,270,000.00	
8. Site Acquisition Cost (Purchase Price)	\$		0	
9. Legal Services	\$		0	
10. Fiscal Agent Fee	\$		0	
11. Bond Discount	\$		0	
12. Architect/Engineer Fee	\$		86,360	
13. Construction/Manager Fee (if Applicable)	\$		0	
14. Equipment/Furnishings (Not Fixed)/Computers	\$		0	
15. Property & Topographic Survey	\$		19,500	
16. Geotechnical Survey & Report	\$		0	
17. Special Inspections	\$		25,000	
18. Asbestos Abatement	\$		0	
19. Commissioning Fee	\$		0	
20. Plan Review Fee	\$		0	
21. Printing & Distribution of Bid Docs	\$		1,500	
22. Contingencies - Minimum 5% of Line 7	\$		63,500	
23. Other Cost (Describe)	\$		0	
24. Total Other Cost (8-23)			\$ 195,860.00	
25. TOTAL PROJECT COST (line 7 + line 24)			\$ 1,465,860.00	
a. Gross Square Foot Area*			n/a	
b. Total Cost Per Square Foot			na	
c. Total Cost Per Pupil			n/a	
d. Gross Sq. Ft. Area of Alternates			n/a	
* Base Bid Area Only				

Kentucky Registered Architect/Engineer: *Beth Bauer* Date: 2/10/2026

Construction Manager: n/a Date: —

Board of Education Designee: _____ Date: _____



1279 Hazelton-Etna Road SW
 Pataskala, OH 43062
 614-855-3790
 www.midstatesrecreation.com

QUOTATION

Sold To	Oldham County Schools 6165 W. Highway 146 Crestwood, KY, 40014 United States	Ship To	Crestwood Elementary 6500 KY-146 Crestwood, KY, 40014 United States
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Date	Quote #	Terms	Rep	Project	Ship Contact
2026-02-10	QTN-19607 Valid Until 03-10-2026	Net 10	Brian King	2026 01 Crestwood Ninja Course - Ky Oldham County Schools	Brent Bohannon 502-241-3514 Ext. 108

Item Code	Description	Qty	Rate	Amount
Notes	Greenfield's Outdoor Fitness Obstacle Course #2 with Custom Colors	1.0 Unit	\$ 0.00	\$ 0.00
Greenfield's Outdoor Fitness	Greenfield's Outdoor Fitness Product # SGR080-11K - A-Frame Ladder	1.0 Unit	\$ 6,781.00	\$ 6,781.00
Greenfield's Outdoor Fitness	Greenfield's Outdoor Fitness Product # SHP509WV-11K - Wave Ladder	1.0 Unit	\$ 5,595.00	\$ 5,595.00
Greenfield's Outdoor Fitness	Greenfield's Outdoor Fitness Product # SHP731-11KIG - Balance Beam	3.0 Unit	\$ 1,950.00	\$ 5,850.00
Greenfield's Outdoor Fitness	Greenfield's Outdoor Fitness Product # SHP737-01K - Round Plyometric Steps (Set of 3)	1.0 Unit	\$ 5,020.00	\$ 5,020.00
Greenfield's Outdoor Fitness	Greenfield's Outdoor Fitness Product # SHP735-11KIG - Over and Under Bars	1.0 Unit	\$ 8,240.00	\$ 8,240.00
Greenfield's Outdoor Fitness	Greenfield's Outdoor Fitness Product # SHP745-11 - Cargo Net 6' x 7' with two Rope Climbing	1.0 Unit	\$ 12,185.00	\$ 12,185.00
Greenfield's Outdoor Fitness	Greenfield's Outdoor Fitness Product # SHP757-11KIG - IN GROUND Slanted Jump Boards - Junior (Set of 4)	1.0 Unit	\$ 13,795.00	\$ 13,795.00
Greenfield's Outdoor Fitness	Greenfield's Outdoor Fitness Product # SGR105-11KIG - IN GROUND Customized Announcement Sign	1.0 Unit	\$ 3,480.00	\$ 3,480.00
Greenfield's Outdoor Fitness	Greenfield's Outdoor Fitness Product # P00118-00 - Inground Extension Large Plate 8 Holes	15.0 Unit	\$ 260.00	\$ 3,900.00
Greenfield's Outdoor Fitness	Greenfield's Outdoor Fitness Product # P00122-00 - Inground Rebar	62.0 Unit	\$ 7.00	\$ 434.00
Greenfield's Outdoor Fitness	Greenfield's Outdoor Fitness Product # P00125-00 - NJ500 Inground Extension 6 Hole Base 28" Long	2.0 Unit	\$ 260.00	\$ 520.00



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Item Code	Description	Qty	Rate	Amount
Greenfield's Outdoor Fitness	Greenfield's Custom Paint request are subject to an upcharge and delay of 4-6 weeks in normal delivery time Main Post: RAL 5002 - Ultramarine Blue Secondary Parts: RAL 1026 - Luminous Yellow Plastics Parts: Black	1.0 Unit	\$ 8,700.00	\$ 8,700.00
Freight	Greenfields Fitness Shipping Charges are estimated and are subject to actual shipping charges incurred at time of shipment.	1.0 Unit	\$ 4,950.00	\$ 4,950.00
Miscellaneous Equipment	Colorado Timing Product # ES-00024-1 - Challenge Course Automated Race Timer System with Display Single Lane	1.0 Each	\$ 6,210.00	\$ 6,210.00
Freight	Colorado Timing Shipping Charges are estimated and are subject to actual shipping charges incurred at time of shipment.	1.0 Unit	\$ 1,000.00	\$ 1,000.00
Poured In Place	<ul style="list-style-type: none"> Provide & Install up to 3184 sf of Premium color Perma Play Perma Play: 4.5 in (up to 10 ft Critical Fall Height) - up to 3184 Sq ft Provide & Install Compacted Sub-Base for up to 3184sf of Compacted Sub-Base at 2 inch (touch up) depth. Includes Dumpster, Trash Haul, Removal and Disposal Fees Includes 8 yr warranty Customer responsible for security of site during installation and curing (48-72 hours after installation completion). 	1.0 Each	\$ 180,590.00	\$ 180,590.00
Installation Charges	Installation Charges includes: <ul style="list-style-type: none"> Demo and removal of up to 3184 SF of existing Poured in Place surfacing (cap layer and buffings). Installation of Greenfields Fitness Equipment mentioned above per manufacturers requirements Installation of Colorado Timing System Timer per manufacturer requirements. Hooking up electrical for Timing System (customer to bring electric from building to install area). 	1.0 Unit	\$ 98,000.00	\$ 98,000.00
Bonds	Performance Bond	1.0 Unit	\$ 4,628.96	\$ 4,628.96
KPC Sales	PurchasePros (formally Kentucky Price Contract) Discount for Oldham County School District under Midstates Recreation contract:# 10100855	1.0 Unit	\$ -56,653.00	\$ -56,653.00

Subtotal \$ 313,225.96
Kentucky Sales Tax ~~\$ 18,793.56~~



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QUOTATION

Total \$ 332,019.52

Midstates Recreation to accept delivery of equipment

Awaiting final color selections from Landscape Architect/customer: required prior to order

Priced assuming all work to take place in 2026.

Assumes easy access to site with equipment materials.

Additional cost will apply for excessive debris found in site.

Prevailing wage not figured

Permits not included

Inspections not included

Not responsible for crossing sidewalk

Not responsible for broken or damaged parts on existing equipment and/or fencing.

No Site restoration

Electric wires/lines/conduit must be ran to attachment point by others, we will only attach provided line/wires to new timer.

Acceptance of Proposal

(Please be sure you have read, signed, and initialed and understand the terms and conditions) The items, prices, and conditions listed herein are satisfactory and are hereby accepted.

Signature (Approval) _____

Printed Name _____

Title _____

Date _____

TERMS AND CONDITIONS

QUOTE CONDITIONS AND ACCEPTANCE:

This quote is only valid for 30 days.

*** (Pls Initial) It is the Buyer's responsibility to verify quantities and description of items quoted. Once your order has been placed, any changes including additions, deletions, or color changes, could result in price increases, additional fees and could cause delays.

EXCLUSIONS : Unless specified, this quote excludes all of the following but not limited to:

Required Permits/Inspections, Background Checks, Davis Bacon, Prevailing Wage or Certified Payroll
Performance/Payment Bonds

Site Restoration

Site work, saw cutting/core drilling, and landscaping.

Removal of existing equipment

Unloading; Receiving of inventory or equipment; Storage of equipment.

Equipment assembly and/or installation

Safety surfacing; Borders or drainage requirements

Landscaping Repairs DUE to poor access or in climatic weather



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FREIGHT AND DELIVERY: (if applicable)

Shipping is FOB Origin (means the buyer accepts the title of the goods at the shipment point and assumes all risk once the seller ships the product). All equipment will arrive unassembled.

*** (Pls Initial) Buyer is responsible to meet and provide adequate personnel/equipment to unload truck A Check List, detailing all items shipped, will be included with the shipment. Unless taking delivery is specifically included in quote.

Buyer is responsible for ensuring the Sales Order Breakdown and Item Numbers on all boxes and pieces match the Check List.

*** (Pls Initial) Shortages or damages must be noted on the driver's delivery receipt. Shortages or damages not noted become the buyers financial responsibility.

Please notify Midstates Recreation immediately of any damages.

Shortages and Concealed Damage must be reported to Midstates Recreation within 10 days of delivery.

A reconsignment fee will be charged for any changes made to delivery address after order has been placed.

TAXES:

All orders are subject to applicable sales tax unless a tax exemption form is on file at the time the order is placed.

PAYMENT TERMS:

An approved Credit Application is required for new customers or customers that haven't been active in the last 18 months. Terms are check with order, or 50% down payment with approved credit (terms do vary based on references). Balance of product & freight will be invoiced upon shipment, due Net 10 days. 100 % prepayment required on Replacement Parts. A 3% charge will be added to all credit card orders over \$ 3,000.

For all non-taxpayer-funded entities: A 1.5% monthly service charge will be assessed on all balances over 30 days.

RESTOCKING: Items canceled, returned or refused will be subject to a minimum 25% restocking fee. All return freight charges are the responsibility of the Buyer.

MAINTENANCE/WARRANTY:

Manufacturer's standard product warranties apply and cover equipment replacement and freight costs only; labor is not included.

Midstates Recreation offers no additional warranties.

Maintenance of the equipment and safety surfacing is the responsibility of the customer.

Any unauthorized alterations or modifications to the equipment (including layout) will void your warranty.

Site Preparation & Third-Party Work Disclaimer:

If excavation, grading, or material placement is performed by a party other than Midstates Recreation, **all work must be coordinated with Midstates Recreation** to ensure alignment with project requirements. We are not responsible for any delays, performance issues, or additional costs resulting from improper compaction, grading, or site preparation by others. Any deficiencies in third-party work that impact our ability to install as specified may require correction at the owner's expense.

INSTALLATION: (if applicable)

Spoils are to remain onsite.

Permits/inspections are the owner's responsibility and associated costs.

Customer must locate all underground private utilities before your scheduled installation a third-party private utility service can be provided at an additional cost if necessary. Additional charges may apply if obstruction(s) are encountered beneath the surface. Not responsible for damaged/broken parts on existing playground equipment. Not responsible for crossing sidewalks.



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QUOTATION

Acceptance of Terms & Conditions

Acceptance of this proposal, made by an authorized agent of your company, indicates agreement to the above terms and conditions.

<hr/>	<hr/>	<hr/>
Customer Signature Updated:	Printed Name and Title	Date

AGREEMENT BETWEEN
PURCHASEPROS
AND
MIDSTATES RECREATION

This agreement is by and between Kentucky Educational Development Corporation (KEDC), dba PurchasePros, 904 Rose Road, Ashland, KY 41102-7104 and Midstates Recreation, 1279 Hazelton-Etna Road SW, Pataskala, OH 43062. KEDC is an educational cooperative organized under the Kentucky Interlocal Cooperation Act and is considered a local public agency under the Kentucky Model Procurement Code (KRS 45A.345(11)).

The current agreement is set to expire on December 31, 2025, with KEDC reserving the right for one-year extensions as permitted by Kentucky Model Procurement Code, KRS Chapter 45A. This agreement represents an extension for an additional year from January 01, 2026, and will expire on December 31, 2026.

This agreement incorporates the CLS2022 Terms and Conditions, previous and attached Amendments, and your Bid Response by reference. Submitted deviations or exceptions to the terms and conditions were not accepted. This is a fixed percentage discount bid with the minimum discount being fixed for the term of the contract at the rate below.

Contract Number	10100855-CLS2022.003
Bid Type	Catalog
Fixed General Discount %	15%

Upon the signature of an authorized officer of KEDC and an authorized representative of the above-named company or corporation, this agreement is hereby executed.

KENTUCKY EDUCATIONAL DEVELOPMENT CORPORATION

Samuel Atkins

KEDC Chief Business Officer

Samuel Atkins

Printed Name

Midstates Recreation

Nathan Chamberlin

Signature

Nathan Chamberlin

Printed Name

VP of Sales

Title

12/10/25 14:45 EST

Date

12/11/25 07:18 EST

Date

CLS 2022 AMENDMENT: STANDARD TERMS AND CONDITIONS ADDITIONS AND UPDATES, ADOPTED 01/01/2026

UPDATES

OTHER CONDITIONS: l, j, k (page 13)

- i. The contractor shall provide access to PurchasePros, member entities, the Comptroller General of the United States, the United States Department of Agriculture, the Kentucky Department of Education, the Kentucky Auditor of Public Accounts, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions (~~7 CFR § 3016.36~~ **2 CFR 200**). Such access shall be used to ensure compliance with all applicable Federal and state statutes, regulations, and rules, including but not limited to cost principles set forth in ~~2 CFR § 225~~ **200**.
- j. The contractor shall comply with all applicable cost principles, including but not limited to those set forth in ~~2 CFR § 225~~ **2 CFR 200**.
- k. The contractor shall retain all required records for three years after PurchasePros members make final payments and all other pending matters are closed (~~7 CFR § 3016.36~~ **210.23(c)**).

ADDITIONS

TARIFF AND PRICE ADJUSTMENTS: The awarded contractor may request a price adjustment due to newly imposed or increased tariffs, duties, or other government-imposed fees that directly affect the cost of goods provided under this contract. Any such request must meet the following conditions:

- a. Advance Notice: The contractor shall provide written notice to PurchasePros at least 15 days prior to the proposed price adjustment.
- b. Documentation Requirement: The contractor must submit detailed documentation demonstrating the direct impact of the tariff on the cost of the affected goods. This may include supplier invoices, government notices, manufacturer letters, or other verifiable records.
- c. Approval Process: PurchasePros reserves the right to approve, deny, or negotiate any proposed price adjustment. No price increase shall take effect without written approval from PurchasePros.
- d. Limitations: Price adjustments shall only apply to goods directly affected by the tariff and shall not exceed the actual increased cost incurred by the contractor.
- e. Contract Integrity: This clause shall not be interpreted to allow retroactive price increases or adjustments outside the scope of tariff-related impacts.

FORCE MAJEURE: No party is liable or considered in default or breach of any agreement resulting from this solicitation for any failure or delay in fulfilling or performing any term of the agreement (except for owed payments) caused by acts beyond the impacted party's reasonable control. These include:

- A. Acts of God including natural disasters, extreme weather events, geological events, and biological events such as epidemics, pandemics, or similar health emergencies
- B. War (declared or not), invasion, hostilities, terrorist threats or acts, riot, or civil unrest.
- C. Changes in applicable laws or regulations after the agreement date
- D. Actions, embargoes, or blockades in effect on or after the date of an agreement resulting from this solicitation.

**I have read the first page of the amendment above.

NC
Initial Here

- E. Action by any governmental authority including but not limited to economic sanctions or trade restrictions.
- F. National or regional emergency
- G. Strikes, labor stoppages or slowdowns or other industrial disturbances.
- H. Emergency State
- I. Shortage of power or transportation facilities
- J. Other similar events beyond the reasonable control of the impacted party such as technological malfunctions or breakdowns

The impacted party must provide written notice of a force majeure event within five (5) calendar days after reasonably determining its impact. The notice should include the impacted party's reasonable estimate of the event's duration and the expected time of performance. The impacted party must make diligent efforts to end the delay, minimize effects, and resume performance promptly after the removal of the force majeure cause.

PurchasePros may, in addition to other rights and remedies, terminate any agreement resulting from this solicitation if the contractor is the impacted party and any force majeure event continues or is expected to continue for more than ninety (90) calendar days, upon written notice to the contractor.

**I have read the last page of the amendment above.

NC

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