RBS DESIGN GROUP
ARCHITECTURE
723 Harvard Drive - Owensboro, Kentucky 42301-6185
Phone: (270) 683-1150 Fax: (270) 683-2446 E-mail: office@rbsdesigngroup.com

August 8, 2013

Henderson County Schools
1805 Second Street
Henderson, KY 42420

Attention: Dr. Thomas Richey, Superintendent

RE: BG 14-010 – Spottsville Elementary School
Air Handling Unit Replacement
RBS Y13054

Dear Dr. Richey,

Please be advised that RBS Design Group has reviewed the bid submitted on this date for the above referenced project.

We are of the opinion that the Henderson County Schools should enter into a contract with Mechanical Consultants, Inc. for their bid amount of $35,990.00, pending approval from the Kentucky Department of Education.

Upon their approval, we will forward contracts for your signature. If you have any questions, please don't hesitate to contact our office.

Sincerely,

RBS DESIGN GROUP, PSC

Jim Ivy, Architect

RBS DESIGN GROUP
ARCHITECTURE
723 Harvard Drive - Owensboro, Kentucky 42301-6185
Phone: (270) 683-1158 Fax: (270) 683-2446 E-mail: office@rbsdesigngroup.com

BID TABULATION

RBS 13054
August 8, 2013
2:00 pm

Jim Ivy, Architect

Henderson County Schools
Spottsville Elementary School
(Emergency) Air Handling Unit Replacement

CONTRACTOR	BID BOND	TOTAL BASE BID
E & M Heating & Cooling Sebree, KY.		*NO BID*
Hagerman Plumbing & Heating Owensboro, KY.		*NO BID*
Mechanical Consultants Owensboro, KY.		$35,990.00

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Nineteenth day of August in the year Two Thousand Thirteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Henderson County Board of Education
1805 Second Street
Henderson, Kentucky 42420

and the Contractor:
(Name, legal status, address and other information)

Mechanical Consultants, Inc.
7727 Old Highway 81
Owensboro, Kentucky 42301

for the following Project:
(Name, location and detailed description)

Henderson County Schools
Spottsville Elementary School
Air Handling Unit Replacement

9190 US Highway 60 East
Spottsville, Kentucky
Replace broken air-handling unit that serves three instructional areas and administrative offices.

The Architect:
(Name, legal status, address and other information)

RBS Design Group, P.S.C.
Architecture
723 Harvard Drive
Owensboro, Kentucky 42301

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

Not Applicable

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

The Substantial Completion date shall be 60 calendar days from the date of the contract.

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Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Fixed liquidated damages in the amount of Four Hundred and 00/100 Dollars ($400.00) per calendar day shall be assessed against the Contractor for each calendar day which the contract remains incomplete after the completion date as set forth in Paragraph 3.3 of this Agreement

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Thirty-Five Thousand Nine Hundred Ninety Dollars and Zero Cents ($ 35,990.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Not Applicable

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)
Not Applicable		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Not Applicable	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The "cut-off" date will be required for the Contractor to submit the Application for Payment to the Architect by the twenty-fifth day of the month. The Architect will review the Application for Payment and either return it to the Contractor for correction, if in error, or forward it to the Owner, if approved, by the first day of the month. The Owner will make payment by the twentieth day of the following month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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§ **5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ **5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ **5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ **5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

See Attached Section 00510

§ **5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ **5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

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

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in the circuit court of Henderson County

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Prime interest rate at the Owner's bank

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

Billy Austill
Henderson County Schools
1805 Second Street
Henderson, Kentucky

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

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Mark Sanders
Mechanical Consultants
7727 Old Highway 81
Owensboro, Kentucky

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Attached Section 00010	PROJECT MANUAL INDEX		

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
See Attached Section 00010 – PROJECT MANUAL INDEX

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
See Attached Section 00010 – DRAWING INDEX

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
NONE		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

(Paragraphs deleted)

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents

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unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

The attached Kentucky Department of Education, Division of Facilities Management Amendment to the Standard Form of Agreement Between Owner and Contractor, AIA A201-1997, shall be considered a part of this agreement same as written herein.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

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

Type of insurance or bond	Limit of liability or bond amount ($0.00)
See attached Kentucky Department of Education, Division of Facilities Management Amendment to the Standard Form of Agreement Between Owner and Contractor, AIA A201-1997for insurance requirements.	

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Thomas Richey, Superintendent	Mark Sanders, President
(Printed name and title)	*(Printed name and title)*

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DIVISION 2 - SITEWORK: Not applicable on this Project.

DIVISION 3 - CONCRETE: Not applicable on this Project.

DIVISION 4 - MASONRY: Not applicable on this Project.

DIVISION 5 - METALS: Not applicable on this Project.

DIVISION 6 - WOOD & PLASTICS: Not applicable on this Project.

DIVISION 7 - THERMAL & MOISTURE PROTECTION: Not applicable on this Project.

DIVISION 8 - DOORS & WINDOWS: Not applicable on this Project.

DIVISION 9 - FINISHES: Not applicable on this Project.

DIVISION 10 - SPECIALTIES: Not applicable on this Project.

DIVISION 11 - EQUIPMENT: Not applicable on this Project.

DIVISION 12 - FURNISHINGS: Not applicable on this Project.

DIVISION 13 - SPECIAL CONSTRUCTION: Not applicable on this Project.

DIVISION 14 - CONVEYING SYSTEMS: Not applicable on this Project.

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DRAWING INDEX

Sheet A1 FLOOR PLAN

END OF SECTION 00010

KENTUCKY DEPARTMENT OF EDUCATION
DIVISION OF FACILITIES MANAGEMENT
AMENDMENT TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
AIA A101-2007

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.3 Add the following: "Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of $ 400.00, not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. "The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion."

ARTICLE 5 PAYMENTS

5.1.3 Add the following: "State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Contractor within forty-five (45) business days following receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Contractor beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law.

5.1.8 Revise subparagraph to read: "The Owner shall retain ten percent (10%) from each Application for Payment up to fifty percent (50%) completion of the Work, then, provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in retainage to five percent (5%) of the current Contract Sum. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work."

5.2.1 Add condition 5.2.1.3, as follows: "The Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment."

5.2.2 Delete the entire paragraph.

ARTICLE 6 DISPUTE RESOLUTION

6.1 Delete the words: ", unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker."

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.2 Revise the sentence to read "...shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the prevailing legal rate at the time and place where the Project is located."

END OF AMENDMENT

KENTUCKY DEPARTMENT OF EDUCATION
DIVISION OF FACILITIES MANAGEMENT
AMENDMENT to
GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION
AIA A201-2007

ARTICLE 2 OWNER

2.2.1 Delete the entire paragraph.

ARTICLE 4 ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1 Revise the first sentence of the paragraph to read: "...the final Certificate For Payment, and, at the discretion of the Owner and for Reimbursable Expenses, may be the Owner's representative during the one-year period for correction of Work described in Paragraph 12.2."

ARTICLE 7 CHANGES IN THE WORK

7.1.4 Add subparagraph 7.1.4, as follows: "Proposed Change in the Work exceeding $7,500, additive or deductive, shall be subject to approval by the Division of Facilities Management, Kentucky Department of Education, prior to execution of the Change Order by the Owner."

7.3.7 Revise the paragraph to read "...in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed fifteen percent (15%) of the net cost of the change. In such case..."

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Change "retainage if provided for in the Contract Documents" to "retainage as stipulated in Subparagraph 9.3.4."

9.3.4 Add Subparagraph 9.3.4 as follows: "The Owner shall retain ten percent (10%) from each Application for Payment up to fifty percent (50%) completion of the Work, then, provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in retainage to five percent (5%) of the current Contract Sum. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in Section 9.8.1. After Substantial Completion, if reasons for reduction of the retainage are certified in writing by the Architect and approved by the Owner, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Division when deemed reasonable. The minimum lump sum amount shall be twice the estimated cost to correct deficient or incomplete work."

9.6 PROGRESS PAYMENTS

9.6.1 Revise the paragraph to read "...within the time provided in the Contract Documents or as required by state law, whichever is more restrictive, and shall so notify the Architect."

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Add the following sentence to the end of the paragraph: "Upon receipt and approval of the final Certificate for Payment, the Architect, Contractor, and Owner shall complete their portion of the "Project Closeout Form" (BG-4, 2008), and the Owner shall forward it to the Kentucky

Department of Education, Division of Facilities Management, with the Architect's notification that all items of the punch list have been completed, a copy of the final Certificate for Payment, and a copy of the board order authorizing the BG-4 form, accepting the Work and approving final payment to the Contractor."

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.2 Add the following: "Such insurance shall be no less than the following amounts:

(1) Public Liability	$200,000.00 one person/maximum each person $500,000.00 one accident/maximum each person
(2) Property Damage	$200,000.00 one accident/maximum $500,000.00 aggregate"

11.1.2.1 The Insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

(1) Worker's Compensation:

a. State	Statutory
b. Applicable Federal (e.g. Longshoreman's)	Statutory
c. Employer's Liability	$500,000

(2) Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage):

a. General Aggregate (Except Products-Completed Operations)	$1,000,000
b. Products-Completed Operations Aggregate	$1,000,000
c. Personal/Advertising Injury (per person/organization)	$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
e. Limit per Person Medical Expense	$ 5,000
f. Exclusions of Property in Contractors Care, Custody or Control will be eliminated.	
g. Property Damage Liability Insurance will provide Coverage for Explosion, Collapse, and Underground Damage.	

(3) Contractual Liability:

a. General Aggregate	$1,000,000
b. Each Occurrence (Bodily Injury and Property Damage)	$1,000,000

(4) Automobile Liability:

a. Bodily Injury	$500,000 Each Person $1,000,000 Each Accident
b. Property Damage	$500,000 Each Accident, or a combined single limit of $1,000,000.

(5) Liability coverage for the Owner, the Architect, the Architect's Consultants and others listed in the Supplementary Conditions will be provided (subject to customary exclusions for

professional liability), by endorsement as additional insureds on the Contractor's Liability Policy.

(6) Excess Liability Umbrella Form:

a. General Aggregate	$1,000,000
b. Each Occurrence	$1,000,000

The owner shall be consulted with to determine if additional coverage limits are required to comply with their specific needs as dictated by their legal counsel and/or insurance carrier.

11.3 PROPERTY INSURANCE

11.3.6 Revise the first sentence to read: "Before an exposure to loss may occur, the Owner shall file with the Contractor, the Architect, and the Division a copy of each policy that includes insurance coverages required by this Section 11.3."

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Revise Paragraph 11.4.1 as follows: "Unless otherwise provided, when the Contract Sum exceeds twenty-five thousand dollars ($25,000) the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. A surely company authorized to do business in Kentucky shall execute bonds, and the cost thereof shall be included in the Contract Sum. Unless otherwise provided, the amount of each bond shall be equal to 100% of the Contract Sum, or 100% of the Lump Sum Base Bid plus or minus accepted Alternates, whichever is greater."

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 Add Paragraph 13.1.1 as follows: "None of the Contract Documents for this project shall be construed against the party preparing documents on the grounds that the party prepared or drafted the document, or any portion thereof."

13.6 INTEREST

Revise the sentence to read "...shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the prevailing legal rate at the time and place where the Project is located."

ARTICLE 15 CLAIMS AND DISPUTES

15.3 MEDIATION

15.3.2 Revise the first sentence to read: "The parties shall endeavor to resolve their Claims by mediation, which shall be in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association in effect on the date of the Agreement."

END OF AMENDMENT

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KENTUCKY DEPARTMENT OF EDUCATION
DIVISION OF FACILITIES MANAGEMENT

FORM OF PROPOSAL
April 2000
702 KAR 4:160

Date: Aug 7, 2013 To: (Owner) Henderson County Schools

Project Title: Spottsville Elementary School AHU Replacement

City, County: Henderson

Name of Contractor/Supplier: Mechanical Consultants Inc

Mailing Address: PO Box 22025

Business Address: 7727 Old Hwy 81 Owensboro, Ky 42301 Telephone: 270-785-9505

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, on the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum _____ (Insert the addendum numbers received or the word "none" if no addendum received.)

BASE BID

For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

$35,990.00
Use Figures

thirty five thousand nine hundred ninety Dollars & no cents
Cents
Use Words Use Words

ALTERNATE BIDS (If applicable and denoted in the Supplemental Conditions)

For omission from or addition to those items, services, or construction specified in the Supplemental Conditions by alternate number, the following lump sum price will be added or deducted from the base bid:

Alternate Bid No. 1	(Add/Deduct)	$ _____
Alternate Bid No. 2	(Add/Deduct)	$ _____
Alternate Bid No. 3	(Add/Deduct)	$ _____
Alternate Bid No. 4	(Add/Deduct)	$ _____

UNIT PRICES

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all terms, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

WORK	PRICE	UNIT
N/A		

MECHANICAL

N/A		

ELECTRICAL

N/A		

(Provide attachment for additional unit prices)

NOTE: The bidder shall submit the above list of unit prices with the bid.

LIST OF PROPOSED SUBCONTRACTORS

List on the lines below each major branch of work and major material category for this project and the subcontractor or supplier involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The Architect/Engineer will evaluate the ability of all listed subcontractors to complete the work and notify the Owner. Listing of the bidder as the subcontractor may invalidate the bid should the Architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

BRANCH OF WORK/MATERIAL CATEGORY	SUBCONTRACTOR/SUPPLIER
Heating, Ventilation & Air Conditioning (Division 15)	
Piping	Mechanical Consultants
Ductwork	Four Star Sheet Metal
Test and Balance	Thermal Balance
Insulation	Midwest Insulation
Electrical (Division 16)	State Electric
Fire Protection (Division 16)	

(Provide attachment for additional work/material - subcontractor/supplier)

NOTE: The bidder shall submit the above list of subcontractors with the bid.

LIST OF MATERIALS/MANUFACTURERS

MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY	MANUFACTURER
Air Handling Unit	McQuay
Temperature Controls	ABC
Seismic	Kinetics

(Provide attachment for additional material/manufacturers)

NOTE: The apparent low bidder shall submit the above list of materials within one hour of bid receipt time, or provide with the bid.

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR: Mechanical Consultants Inc

AUTHORIZED REPRESENTATIVE: Mark Sanders
Signature

NAME (typed): Mark Sanders

TITLE: President

NOTICE: A bid bond or certified check or cash must accompany this proposal.

This form shall not be modified. Attach supplemental form of proposal information pages for project specific requirements as needed.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:
The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
   a. Filed Kentucky corporate income taxes;
   b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
   c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Mark Sanders
Signature

Mark Sanders
Printed Name

President
Title

8-7-13
Date

Company Name: Mechanical Consultants Inc
Address: 7727 Old Hwy 81
Owensboro, Ky 42301

Subscribed and sworn to before me by Mark Sanders (Affiant) President (Title)

of Mechanical Consultants Inc (Company Name) this 7 day of August, 2013.

Ray Sheets # 470706
Notary Public
[seal of notary]

My commission expires: 7-30-16

Ray Sheets
Notary Public, ID No. 470706
State at Large, Kentucky
My Commission Expires on July 30, 2016

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Mechanical Consultants Inc
P.O. Box 22025, Owensboro, KY 42304-2025

as Principal, hereinafter called Principal, and

Western Surety Company
333 S. Wabash Avenue, Chicago, IL 60604

a corporation duly organized under the laws of the State of **South Dakota**
as Surety, hereinafter called Surety, are held and firmly bound unto

Henderson County Public Schools
1805 Second St. , Henderson , KY 42420

as Obligee, hereinafter called Obligee, in the sum of **5% of Amount Bid**

Dollars (**5%** ·),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

Spotsville Elementary School AHU Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **8th** day of **August**, **2013**.

Mechanical Consultants Inc. CORPORATE SEAL 1994 KENTUCKY Incorporated

(Witness)

Mechanical Consultants Inc
(Principal) (Seal)

Mark Sanders (Title) **President**

(Witness)

Western Surety Company
(Surety) (Seal)

(Title) **Joy M. Phillips**
,Attorney in Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mary Julia Colby, Joy M Phillips, Brian L Sewell, Steven M Baas, Daphne Sanders, Individually

of Bowling Green, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of June, 2013.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 12th day of June, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8 day of Aug., 2013

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012