### WOODFORD COUNTY BOARD OF EDUCATION AGENDA ITEM

**ITEM #: X DATE:** August 9, 2018

**TOPIC/TITLE:** Bid & Owner-Contractor Agreement Approval Simmons Vestibule Window Project BG 18-376

PRESENTER: Amy M. Smith

**ORIGIN:** 

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TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.) ACTION REQUESTED AT THIS MEETING ITEM IS ON THE CONSENT AGENDA FOR APPROVAL ACTION REQUESTED AT FUTURE MEETING: (DATE) BOARD REVIEW REQUIRED BY

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STATE OR FEDERAL LAW OR REGULATION BOARD OF EDUCATION POLICY OTHER:

### PREVIOUS REVIEW, DISCUSSION OR ACTION:

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NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION PREVIOUS REVIEW OR ACTION

DATE:
ACTION:

### **BACKGROUND INFORMATION:**

Acceptance of bids requires board approval. **SUMMARY OF MAJOR ELEMENTS:** 

We bid the Simmons Vestibule Window Project on August 20, 2018. Approval is being requested to award the base bid to Eubank & Steele for \$9,200.

IMPACT ON RESOURCES: Under budget by \$800

TIMETABLE FOR FURTHER REVIEW OR ACTION: N/A

SUPERINTENDENT'S RECOMMENDATION: 

Recommended 
Not Recommended

### August 20, 2018

### WOODFORD COUNTY PUBLIC SCHOOLS Simmons Elementary School Security Vestibule Window BG- 18-376

### **BID TABULATION**

BG-3 Cost Estimate: \$10,000

BIDDER		BID AMOUNT	
1 Eubank & Steele	\$	9,200.00	
2 Bex Construction	\$	12,289.00	
3 Woodford Builders	\$	10,000.00	
4			
5			

# Kentucky Department of Education Version of MAIA Document A101<sup>™</sup> – 2007

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



This version of AIA Document A101<sup>™</sup>–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101–2007 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

Cite this document as "AIA Document A101<sup>™</sup>– 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version," or "AIA Document A101<sup>™</sup>–2007 — KDE Version."

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# Kentucky Department of Education Version of MAIA 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 TWENTY-EIGHTH day of AUGUST in the year TWO THOUSAND EIGHTEEN (In words, indicate day, month and year.)

**BETWEEN** the Owner: (Name, legal status, address and other information) WOODFORD CO. BOARD OF EDUCATION

**330 PISGAH PIKE** 

VERSAILLES, KY 40383

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

EUBANK & STEELE CONSTRUCTION CO. P.O. BOX 1868 2193 LAKESIDE DRIVE LEXINGTON, KY 40502

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

SIMMONS ELEMENTARY SCHOOL SECURITY VESTIBULE WINDOW KDE PROJECT 18-376



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

The Architect: (*Name, legal status, address and other information*) TATE HILL JACOBS ARCHITECTS, INC.

346 EAST MAIN STREET

LEXINGTON, KY 40507

The Owner and Contractor agree as follows.

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### TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### **ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Owner direct Purchase Orders, 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:

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

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### § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than

5:00 PM, Friday October 12th ( ) 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. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)

Portion of Work

**Substantial Completion Date** 

3

, subject to adjustments of this Contract Time as provided in the Contract Documents.

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

(\$ 0.00 ), 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 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 Nine Thousand Two Hundred dollars

(\$ 9,200.00 ), subject to additions and deductions as provided in the Contract Documents.

(List the base bid amount, sum of accepted alternates, total construction cost (the sum of base bid amount plus sum of accepted alternates), sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders. Either list this information here or refer to an exhibit attached to this Agreement.)

	Ai	mount	
Base Bid	\$	9,200.00	
Sum of Accepted Alternates	\$	0.00	
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates) Sum of Owner's direct Purchase Orders	\$ \$	9,200.00 0.00	
Contract Sum (total construction cost less Owner direct Purchase Orde	ers) \$	9,200.00	

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§ 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. Either list alternates here or refer to an exhibit attached to this Agreement.)

Number	Item Description	Amount
	Total of Alternates	

### § 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. Either list unit prices here or refer to an exhibit attached to this Agreement.)

Item

Units and Limitations

Price per Unit (\$0.00)

**§ 4.4** Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)

Item

Price

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### 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:

A single invoice shall be submitted for the total contracted cost upon completion of the work.

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the 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 () days after the Architect receives the Application for Payment.

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.

§ 5.1.4 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<sup>TM</sup>\_2007, General Conditions of the Contract for Construction — KDE Version;

- .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 KDE Version.

**§ 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 — KDE Version requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

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.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 — KDE Version.

### § 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, 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 plus Purchase Orders. 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.

§ 5.1.9 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 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 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.

### 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 — KDE Version, 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 — KDE Version, 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 — KDE Version



Litigation in a court of competent jurisdiction where the Project is located

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 — KDE Version.

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

### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 — KDE Version 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 such rate required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located. (*Insert rate of interest agreed upon, if any.*)

### PER ANNUM

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

SCOTT HAWKINS, SUPERINTENDENT 330 PISGAH PIKE VERSAILLES, KY 40383

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

THOMAS P. STEELE P.O. BOX 1868 2193 LAKESIDE DRIVE LEXINGTON, KY 40502

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§ 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 — KDE Version.

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

§ 9.1.3 The Supplementary and other Conditions of the Contract: (Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)

### **REFER TO ATTACHMENT**

5	Document	Title	Date	Pages
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§ 9.1.4 The Specifications: (*Either list the Specifications here or refer to an exhibit attached to this Agreement.*)

### **REFER TO ATTACHMENT**

Section	Title	Date	Pages

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§ 9.1.5 The Drawings: (Either list the Drawings here or refer to an exhibit attached to this Agreement.)

### REFER TO ATTACHMENT

Number

Title

Date

§ 9.1.6 The Addenda, if any: *(Either list the Addenda here or refer to an exhibit attached to this Agreement.)* 

Number

Date

Pages

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:

.1 AIA Document E201<sup>™</sup>–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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

Contractor's Form of Proposal

### 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 – KDE Version.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007 – KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)

There are no bonding requirements for this project Contractor Certificate of Insurance is attached.

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

10

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

OWNER (Signature)	CONTRACTOR (Signature)	
Scott Hawkins, Superintendent	Thomas Steele, President	
(Printed name and title)	(Printed name and title)	

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### KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160

BG No18-376	
Date:August 20, 2018	To:(Owner) Woodford County Board of Education
Project Name: <u>Simmons Elemen</u> City, County: <u>Versailles</u> , We	ntary School Security Vestibule Window podford County
Name of Contractor. Eubank as	nd Steele Construction Company
MailingAddress: P.O. Box	1868 Lexington, KY 40588
Business Address: 2193 Lake	eside Dr. Lex. 40502 Telephone: (859) 269-0021
Conditions, Specifications, and D furnish all labor, materials, equipr	structions to Bidders, Contract Agreement, General Conditions, Supplemental rawings, for the above referenced project, the undersigned bidder proposes to ment, tools, supplies, and temporary devices required to complete the work in iments and any addenda listed below for the price stated herein.
Addendum None	(Insert the addendum numbers received or the word "none" if no addendum received.)
BASE BID: For the construction re submit the following lump sum pric	equired to complete the work, in accordance with the contract documents, I/We ce of: \$9,200.00
	Use Figures
Nine Thousand Two Hundred	Dollars & Zero Cents

Nine Thousand Two Hundred \_\_\_\_\_ Dollars & Zero Use Words Use Words Use Words

ALTERNATE BIDS: (If applicable and denoted in the Bidding Documents)

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

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid)
1				
2				
3				

A maximum of 10 Alternate Bids will be acceptable with each Base Bid. Do not add supplemental sheets for Alternate Bids to this document.

### LIST OF PROPOSED SUBCONTRACTORS:

List on the lines below each major branch of work and the subcontractor 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.

A maximum of 40 subcontractors will be acceptable with each bid. Do not add supplemental sheets for subcontractors to this document.

The bidder shall submit the list of subcontractors with the bid.

BRANCH OF WORK (to be filled out by the Architect)		SUBCONTRACTOR (to be filled out by the contractor)	
1	DEMOLITION	Eubank & Steele Construction	
2	GLAZING	Phoenix Glass	
3	PAINTING	Eubank & Steele Construction	

### LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

A maximum of 40 suppliers and manufacturers will be acceptable with each bid. Do not add supplemental sheets for suppliers to this document.

The bidder shall submit the list of suppliers and manufacturers within one (1) hour of the bid.

	<u>MATERIAL DESCRIPTION BY</u> <u>SPECIFICATION DIVISION AND</u> <u>CATEGORY</u> (to be filled out by the Architect or Contractor)	(to be filled out by the Contractor)	(to be filled out by the Contractor)
1	HOLLOW METAL FRAMES	Schiller Hardware	Curries
2	SECURITY GLAZING	Baines Builders	LTI Smartglass

Form of Proposal - 2013

### 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 items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

A maximum of 40 unit prices will be acceptable with each bid. Do not add supplemental sheets for unit pricing to this document.

The bidder shall submit the list of unit prices within one (1) hour of the bid.

(to be filled out by the Architect)	(to be filled out by the Contractor)	(to be filled out by the Contractor)

### 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.

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 / BIDDER:	Eubank & Steele Construction Company	
AUTHORIZED REPRESENTATIVE'S NAME:		
AUTHORIZED REPRESENTATIVE'S NAME (pri	Signature nted): Thomas P. Steele	
AUTHORIZED REPRESENTATIVE'S TITLE:	President	

NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000.

This form shall not be modified.

Form of Proposal - 2013

### August 10, 2018

Simmons Elementary School Security Vestibule Window KDE # 18-376

### INVITATION TO BID .

On behalf of Woodford County Board of Education, Tate Hill Jacobs Architect's will receive electronic bids until 12:00 PM on Monday, August 20<sup>th</sup>, 2018 for the Simmons Elementary School Security Vestibule Window Project. A Pre-Bid meeting will not be held. Bidders are invited to visit the site, preferable AFTER normal school hours between 3:00 & 6:00 PM. Inquiries related to the project may be made by contacting Margaret Jacobs of Tate Hill Jacobs Architects at (859) 252-5994. Form of Proposal, Form of Contract, and Plans are attached, or as identified below. There are no requirements for either Bid Bond, or Performance & Payment Bonds.

Award of contract will take place on August 27<sup>th</sup> at the Board Meeting. The Owner reserves the right to waive informalities and irregularities, and shall have the right to reject any and all bids.

Work of the project includes:

- All materials, labor, and equipment necessary to complete installation of a new window between Reception 100 and Office 101 at Simmons Elementary School.
- <u>Actual construction work shall not begin until after 3:00 PM on Friday October 5<sup>th</sup>, 2018 and shall be</u> <u>substantially completion on, or before 5:00 PM on Friday October 12<sup>th</sup>.</u> Woodford County Public Schools will be observing Fall Break during this week and there will be minimal district personnel in the school.
- Installation of the new window requires:
  - Cutting a hole in an existing 8" CMU wall
  - Provisions (furnish & install) for a steel lintel
  - Provisions for a 16-gage x 8 3/4" welded hollow metal window frame w/ a horizontal rail located 2" above the sill
  - Provisions for a 1.25" thick, level 3 bullet resistant clear glazing
  - Patching of CMU as necessary
  - Paint finish on hollow metal and CMU wall surfaces
  - Protection of existing building systems and finishes
  - o Daily & final cleanup

The contractor is invited to obtain security glazing from any qualified supplier. Hek Glass, Inc. and Baines Builders Products are qualified suppliers.

The form of Agreement shall be KDE Version of AIA A101:2007 Standard Form of Agreement Between Owner and Contractor where the basis of payment is Stipulated Sum.

The general conditions shall be KDE Version of AIA Document A201-2007 General Conditions of the Contract for Construction.

END OF INVITATION TO BID

# WOODFORD COUNTY PUBLIC SCHOOLS

SIMMONS ELEMENTARY SCHOOL SECURITY VESTIBULE WINDOW DEPARTMENT OF EDUCATION - BG # 18-376

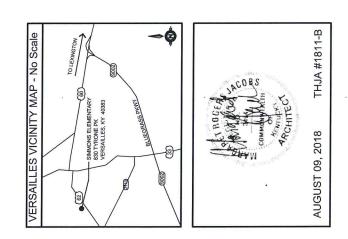
WOODFORD COUNTY PUBLIC SCHOOLS BOARD OF EDUCATION

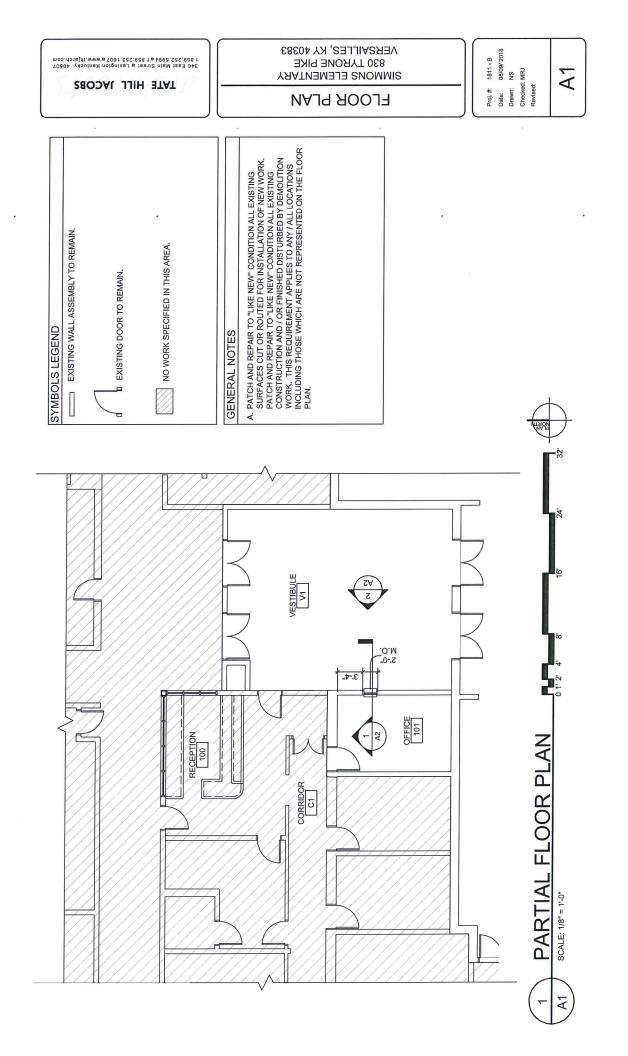
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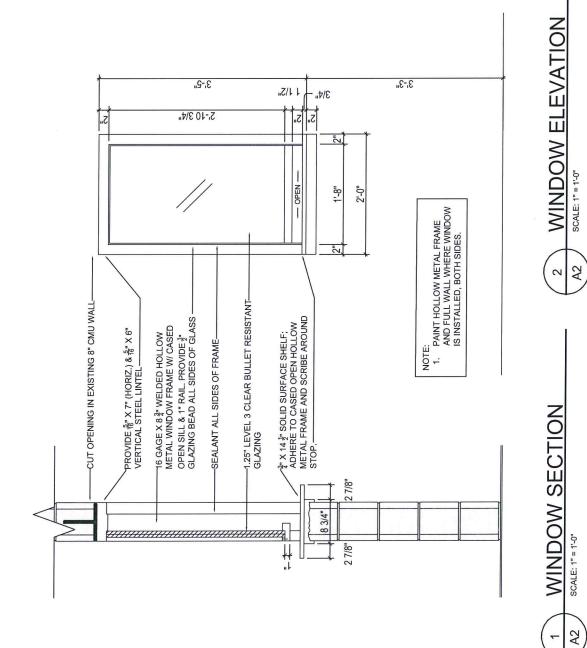
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346 Eest Main Street a Lexington Kentucky 40507 1 859.252.5994 af 859.253.1607 a www.lhjarch.com TATE HILL JACOBS 

DRAWINGS		D ELEVATION	
SCHEDULE OF DRAWINGS	/ER	FLOOR PLAN SECTION AND ELEVATION	
E E	COVER	A1 A2	

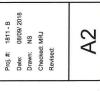








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The general conditions shall be KDE Version of AIA Document A201-2007 General Conditions of the Contract for Construction.

END OF INVITATION TO BID

### KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160

BG No. <u>18-376</u>	
Date:	_To:(Owner)
Project Name:	
City, County:	
MailingAddress:	
Business Address:	Telephone:

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, for 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.)

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

	Use Figures		
	Dollars &		Cents
Use Words		Use Words	

ALTERNATE BIDS: (If applicable and denoted in the Bidding Documents)

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

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid)
1				
2				
3				

A maximum of 10 Alternate Bids will be acceptable with each Base Bid. Do not add supplemental sheets for Alternate Bids to this document.

### LIST OF PROPOSED SUBCONTRACTORS:

List on the lines below each major branch of work and the subcontractor 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.

# A maximum of 40 subcontractors will be acceptable with each bid. Do not add supplemental sheets for subcontractors to this document.

### The bidder shall submit the list of subcontractors with the bid.

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1	DEMOLITION	
2	GLAZING	
3	PAINTING	

### LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

# A maximum of 40 suppliers and manufacturers will be acceptable with each bid. Do not add supplemental sheets for suppliers to this document.

### The bidder shall submit the list of suppliers and manufacturers within one (1) hour of the bid.

	MATERIAL DESCRIPTION BY           SPECIFICATION DIVISION AND           CATEGORY           (to be filled out by the Architect or Contractor)	SUPPLIER (to be filled out by the Contractor)	MANUFACTURER (to be filled out by the Contractor)
1	HOLLOW METAL FRAMES		
2	SECURITY GLAZING		
	-		

### UNIT PRICES:

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WORK (to be filled out by the Architect)	(to be filled out by the Contractor)	(to be filled out by the Contractor)

### TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

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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 / BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE'S NAME: \_\_\_\_

AUTHORIZED REPRESENTATIVE'S NAME (printed): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE'S TITLE:

### NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000.

Signature

### This form shall not be modified.

WOODFORD COUNTY PUBLIC SCHOOLS

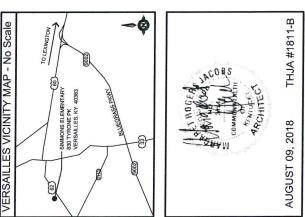
SIMMONS ELEMENTARY SCHOOL SECURITY VESTIBULE WINDOW DEPARTMENT OF EDUCATION - BG # 18-376

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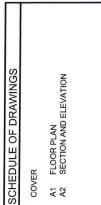
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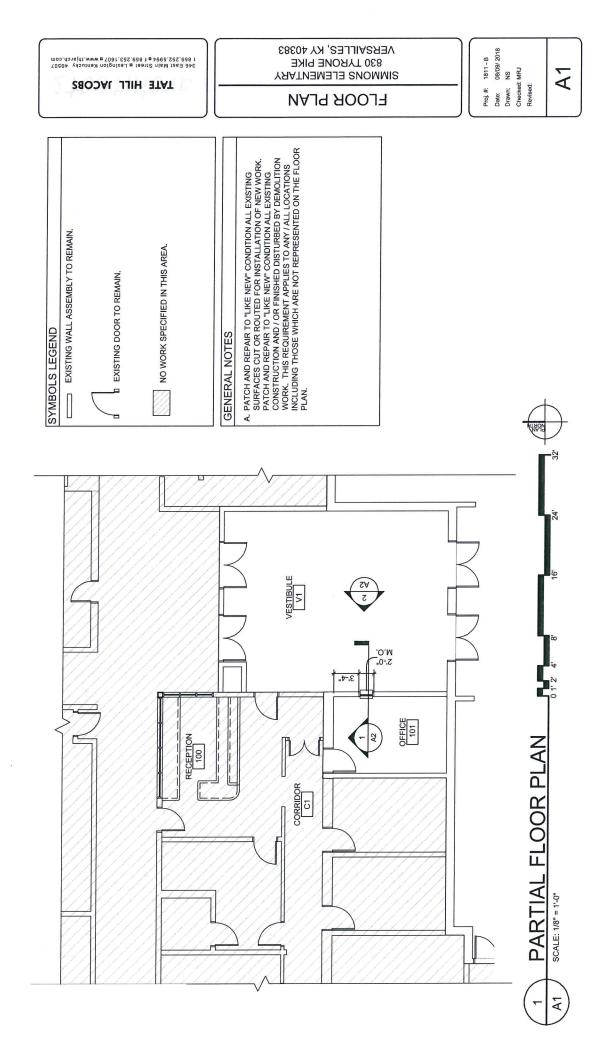
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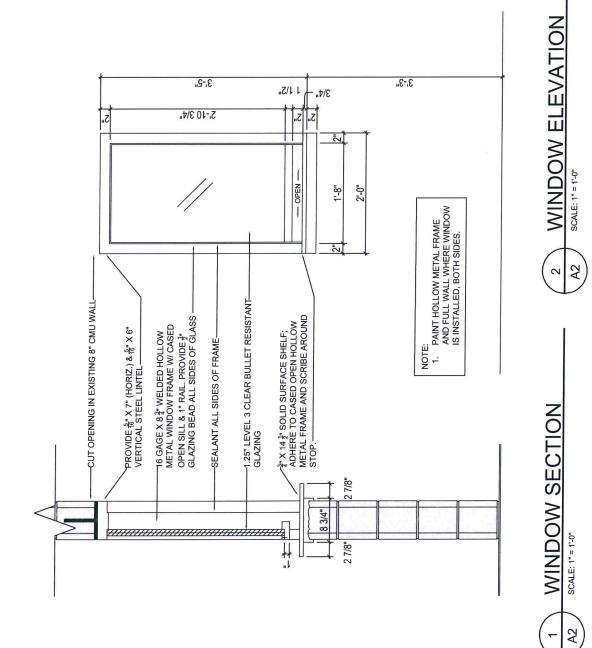
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TATE HILL JACOBS	- 346 East Main Street a Lexington Kentucky 40507 1853-252 5994 af Ang 253 5607 a www.ihierb.com
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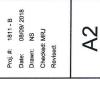








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TATE HILL JACOBS

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