

# Kentucky Department of Education Version of **AIA**® Document A101™ – 2007

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



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

# Kentucky Department of Education Version of 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 EIGHTH day of OCTOBER  
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)  
D K CONSTRUCTORS  
2247 COMMERCE PARKWAY  
LAGRANGE, KY 40031

for the following Project:  
(Name, location and detailed description)  
SOUTHSIDE ES CAFETERIA/KITCHEN ADDITION  
1300 TROY PIKE

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

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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), 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  
 July 22, 2019 ( ) 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
Phase One - new construction	May 31, 2019
Phase Two - all work	July 22, 2019

, 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 \$200/day for failure to meet substantial completion deadline and \$100/day for failure to meet final completion. (\$ ), 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

(\$ ), 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.)*

	Amount
Base Bid	\$ 1,017,000.00
Sum of Accepted Alternates	\$ 18,000.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 1,035,000.00
Sum of Owner's direct Purchase Orders	\$ 44,059.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 990,941.00

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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
6	Concrete Walk for Playground	\$18,000.00
	<b>Total of Alternates</b>	<b>\$18,000.00</b>

**§ 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)
6" Thick Concrete Sidewalk	cubic yard	10.00
1/4" Soft Copper Ref. Piping w/ insul & hangers	linear foot	21.00
3/8" Soft Copper Ref. Piping w/ insul & hangers	linear foot	21.00
1/2" Soft Copper Ref. Piping w/ insul & hangers	linear foot	24.00
5/8" Soft Copper Ref. Piping w/ insul & hangers	linear foot	26.00
7/8" Soft Copper Ref. Piping w/ insul & hangers	linear foot	29.00
1 1/8" Soft Copper Ref. Piping w/ insul & hangers	linear foot	35.00
4" Exterior Sanitary Sewer 5' Deep in earth	linear foot	77.00
3/4" Domestic Water Piping w/ insul. & hangers	linear foot	29.00
Intercom Speaker w/ 50' conduit & wiring	each	100.00
Duplex Receptacle w/ 50' conduit & wiring	each	49.00
Light Fixture X2 with 50' of conduit & wiring	each	166.00

**§ 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:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same 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.

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™-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.)



- .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  
330 Pisgah Pike  
Versailles, KY 40383

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

Dennis Sherman  
2247 Commerce Parkway  
LaGrange, KY 40031

Init.

§ 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 'A'

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 'A'

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 'A'

Number	Title	Date
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**§ 9.1.6 The Addenda, if any:**

*(Either list the Addenda here or refer to an exhibit attached to this Agreement.)*

Number	Date	Pages
ONE	8.24.2018	4
TWO	8.31.2018	5
THREE	9.6.2018	1

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™–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.)*
- A. AIA Document A701–1997, Instructions to Bidders — KDE Version
  - B. Contractor's Form of Proposal
  - C. KDE Purchase Order Summary Form

#### 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.)*

Refer to Contractor's 100% Performance & Payment Bond & Certificate of Insurance - both attached.

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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

OWNER (Signature)

Scott Hawkins, Superintendent

(Printed name and title)

CONTRACTOR (Signature)

Dennis Sherman, Principal

(Printed name and title)

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## ATTACHMENT 'A'

Section	Title
<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
001000	Table of Contents
002000	Invitation to Bid
003000	Instructions to Bidders – KDE Version of AIA A701: 1997
003050	Supplementary Instructions to Bidders
003100	Available Project Information
	Geotechnical Investigation
004000	Form of Proposal
004400	Bid Bond Form – AIA Document A310-2010
005000	Form of Agreement – KDE Version of AIA A101: 2007
006000	General Conditions – KDE Version of AIA A201: 2007
006500	Supplementary Conditions
007000	Performance and Payment Bond – KDE Version of AIA A312: 2010

### SPECIFICATIONS GROUP

#### **DIVISION 01 - GENERAL REQUIREMENTS**

011000	Summary
012000	Alternates, Price & Payment Procedures
013000	Administrative Requirements
013300	Submittal Procedures
014000	Quality Requirements
014100	Structural Special Inspections
015000	Temporary Facilities and Controls
016000	Product Requirements
017000	Execution and Closeout Requirements

#### **DIVISION 02 - EXISTING CONDITIONS**

024119	Selective Structure Demolition
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#### **DIVISION 03 - CONCRETE**

033000	Cast-In-Place Concrete
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#### **DIVISION 04 - MASONRY**

040513	Masonry Mortaring and Grouting
042000	Unit Masonry

#### **DIVISION 05 - METALS**

051200	Structural Steel
052100	Steel Joists
053100	Steel Deck
055000	Metal Fabrications

#### **DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES**

061000	Carpentry
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#### **DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

072113	Board Insulation
072600	Under-Slab Vapor Barrier
075200	Modified Bituminous Membrane Roofing

075403	Sheet Membrane roofing – fully adhered
076200	Sheet Metal Flashing and Trim
079000	Joint Protection

DIVISION 08 - OPENINGS

081213	Standard Steel Frames
081416	Flush Wood Doors
085113	Aluminum Windows
087100	Door Hardware
088000	Glazing

DIVISION 09 - FINISHES

092116	Gypsum Board Assemblies
093000	Tiling
095113	Acoustical Panel Ceilings
096500	Resilient Flooring
099000	Painting and Coating

DIVISION 10 – SPECIALTIES – NOT USED

DIVISION 11 - EQUIPMENT

114000	Food Service Equipment
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DIVISION 12 - FURNISHINGS

122000	Window Treatments
--------	-------------------

DIVISION 13 - SPECIAL CONSTRUCTION – NOT USED

DIVISION 14 - CONVEYING EQUIPMENT – NOT USED

DIVISIONS 15 TO 19 - NOT USED

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- 200300 - Shop Drawings, Descriptive Literature, Maintenance Manuals,  
Parts Lists, Special Keys and Tools
- 200400 - Demolition and Salvage
- 200500 - Coordination Among Trades, Connection of Equipment
  
- 201100 - Sleeving, Cutting, Patching and Repairing
- 201300 - Pipe, Pipe Fittings, and Pipe Support
  
- 202100 - Valves and Cocks
- 202110 - Access to Valves, Equipment, Filters, Etc.
- 202200 - Insulation - Mechanical
- 202400 - Identifications, Tags, Charts, Etc.
- 202500 - Hangers, Clamps, Attachments, Etc.
- 203100 - Testing, Balancing, Lubrication and Adjustments
- 203200 - Mechanical Maintenance
  
- 210100 - Fire Protection System
  
- 220100 - Plumbing Specialties
- 220200 - Plumbing Fixtures
  
- 230200 - HVAC Equipment
- 230300 - Condensate Drainage
  
- 250100 - Motor Starters and Other Electrical Requirements for  
Mechanical Equipment
- 250200 - Controls – Direct Digital

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- 260502- Scope of the Electrical Work
- 260503- Shop Drawings, Literature, Manuals, Parts Lists, and Special Tools
- 260504- Sleeving, Cutting, Patching and Repairing
- 260505- Demolition, Restoration and Salvage
- 260508- Coordination Among Trades, Systems Interfacing and Connection of Equipment Furnished by Others
- 260519- Conductors, Identifications, Splicing Devices and Connectors
- 260526- Grounding and Bonding
- 260531- Cabinets, Outlet Boxes and Pull Boxes
- 260533- Raceways and Fittings
- 260553- Identifications
- 262400- Electrical Distribution Equipment
- 262450- Transformers
- 262726- Wiring Devices and Plates
- 265113- Lighting Fixtures
  
- 270610- Voice Data AV
- 275100- Paging/Intercom System
  
- 282300- Digital Video Surveillance System
- 283100- Fire Alarm Voice Evacuation and Mass Notification System
- 282300- Digital Video Surveillance System

## SITE SPECIFICATIONS INDEX

### **DIVISION 31 - EARTHWORK**

- 311000 SITE CLEARING
- 312000 EARTH MOVING
- 312001 STORM WATER POLLUTION PREVENTION PLAN
- 313116 TERMITE CONTROL

### **DIVISION 32 – EXTERIOR IMPROVEMENTS**

- 321313 CONCRETE PAVING
- 321373 CONCRETE PAVING JOINT SEALANTS
- 329200 TURF & GRASSES
- 329300 PLANTS

### **DIVISION 33 - UTILITIES**

- 334100 STORM UTILITY DRAINAGE PIPING



# SCHEDULE OF DRAWINGS

## **COVER SHEET**

**EX** SURVEY/EXISTING CONDITIONS

## **SITE DRAWINGS**

L1.0 SITE DEMOLITION PLAN  
L2.0 EROSION CONTROL PLAN  
L3.0 SITE LAYOUT PLAN  
L4.0 SITE GRADING, DRAINAGE AND LANDSCAPE PLAN  
L5.0 SITE DETAILS

## **STRUCTURAL DRAWINGS**

S0.0 STRUCTURAL NOTES  
S0.1 STRUCTURAL NOTES  
S1.1 FOUNDATION PLAN  
S2.1 ROOF FRAMING PLAN  
S3.1 SECTIONS & DETAILS  
S4.1 SECTIONS & DETAILS  
S4.2 SECTIONS & DETAILS

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A2.0 ROOF PLAN  
A3.0 REFLECTED CEILING PLAN  
A4.0 EXTERIOR ELEVATIONS & BUILDING SECTIONS  
A5.0 WALL SECTIONS  
A5.1 WALL SECTIONS  
A6.0 DOOR SCHEDULE, WINDOW TYPES, & DETAILS

## **SITE UTILITIES DRAWINGS**

SU1.0 SITE UTILITIES PLAN

## **FIRE PROTECTION DRAWINGS**

FP1.0 FIRE PROTECTION NEW WORK PLAN

## **PLUMBING DRAWINGS**

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P1.1 PLUMBING DEMOLITION PLAN - ALTERNATE  
P2.0 PLUMBING NEW WORK PLAN - BASE BID  
P2.1 PLUMBING NEW WORK PLAN - ALTERNATE  
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P3.1 DETAILS, WASTE & VENT RISERS

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E1.0 ELECTRICAL LEGEND  
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# Kentucky Department of Education Version of **AIA**® Document A701™ – 1997

## *Instructions to Bidders*



This version of AIA Document A701™–1997 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A701–1997 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A701–1997 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 A701™– 1997, Instructions to Bidders — KDE Version,” or “AIA Document A701™–1997 — KDE Version.”

# Kentucky Department of Education Version of AIA® Document A701™ – 1997

## ***Instructions to Bidders***

**for the following PROJECT:**

*(Name and location or address)*

SOUTHSIDE ES CAFETERIA/KITCHEN ADDITION

1300 TROY PIKE

**THE OWNER:**

*(Name, legal status and address)*

WOODFORD CO. BOARD OF EDUCATION

330 PISGAH PIKE

VERSAILLES, KY 40383

**THE ARCHITECT:**

*(Name, legal status and address)*

TATE HILL JACOBS ARCHITECTS, INC

346 EAST MAIN STREET

LEXINGTON, KY 40507

## **TABLE OF ARTICLES**

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This version of AIA Document A701–1997 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A701 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A701–1997 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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



## **ARTICLE 1 DEFINITIONS**

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201™, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Form of Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids. The Base Bid shall include all labor, material, bonds, and the cost of all direct purchase orders for material to be purchased by the Owner

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## **ARTICLE 2 BIDDER'S REPRESENTATIONS**

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

1. The submission of a Bid will be construed as evidence that a site visit and examination of local conditions have been made. Later claims for labor, equipment, or materials required or difficulties encountered which could have been foreseen had such an examination been made will not be recognized.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 Copies**

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

### **§ 3.1.2 (Not Used)**



§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

### **§ 3.2 Interpretation or Correction of Bidding Documents**

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect and Construction Manager (if utilized) errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect and Construction Manager (if utilized) at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### **§ 3.3 Substitutions**

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### **§ 3.4 Addenda**

§ 3.4.1 Addenda will be transmitted to all who are known by the Architect and Construction Manager (if utilized) to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## **ARTICLE 4 BIDDING PROCEDURES**

### **§ 4.1 Preparation of Bids**

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the Form of Proposal shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Form of Proposal nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid greater than \$25,000 shall be accompanied by bid security in the form of a Bond provided by a Surety Company authorized to do business in the Commonwealth of Kentucky, or in the form of a certified check, and in an amount equal to at least five percent (5%) of the Base Bid amount, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payments of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

#### § 4.3 Submission of Bids

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids as indicated in the Advertisement or Invitation to Bid or any extensions thereof made by Addendum. Bids received after the closing time and date for receipt and opening of Bids will be rejected and returned to the Bidder unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.



§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 Opening of Bids**

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud.

### **§ 5.2 Rejection of Bids**

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

### **§ 5.3 Acceptance of Bid (Award) [Reference: KRS 45A.365]**

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

§ 6.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.1.2 In determining the qualifications and responsibilities of the Bidder, the Owner shall take into consideration the Bidder's skill, experience, facility, previous work standing, financial standing, capacity and ability to handle work in addition to that in progress, and quality and efficiency of construction plant and equipment proposed to be used on the project.

### **§ 6.2 (Not Used)**

### **§ 6.3 Submittals**

§ 6.3.1 Each Bidder shall submit as part of the Form of Proposal a list of subcontractors proposed for each major branch of work itemized and described in the specifications for the Project. The Bidder's listing of a subcontractor for a work category certifies that the subcontractor has in current employment, skilled staff and necessary equipment to complete that category. The Architect and Construction Manager (if utilized) 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 and Construction Manager's (if utilized) review indicate the bidder does not have skilled staff and equipment to complete the work category at the time the Bid was submitted.

- .1 Changing subcontractors from those listed with the Form of Proposal is prohibited unless the bidder provides grounds for such a change that are consistent with provisions of the Instructions to Bidders. Said change shall be accompanied by a written explanation from the Bidder as well as a written release from the listed subcontractor. All letters shall be on original company stationery with original signatures from an officer in the company legally approved to act for the company. An unjustifiable change of subcontractors may invalidate the Bid. Any change to a proposed person or entity shall be addressed as noted in Section 6.3.3 of these Instructions to Bidders

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

#### **§ 6.4 List of Materials, Suppliers, and Manufacturers**

§ 6.4.1 Each Bidder shall submit a complete list of materials/equipment with supplier's and manufacturer's name in the form and manner indicated on the Form of Proposal and in compliance with materials and equipment specified.

§ 6.4.2 In addition to the list furnished with the Form of Proposal, the successful Bidder thereafter known as the Contractor, may be requested within thirty (30) calendar days after award of contract to furnish to the Architect and Construction Manager (if utilized) a more detailed and complete list of the materials and equipment, together with the manufacturer's or maker's name, brand and/or catalogue number, and product data or illustration thereof.

§ 6.4.3 Prior to the award of contract, the Architect and Construction Manager (if utilized) will make a preliminary check of the lists included with the Form of Proposal and advise the Bidder and the Owner of the acceptance thereof, and of such other actions as may be necessary in order to meet the requirements of the contract specifications. Should it develop that any of the materials or equipment named in the list do not meet the requirements of the project specifications, the Bidder shall be required to offer to the Owner other materials or equipment in compliance with the specifications at no change in contract price. Preliminary review and acceptance of the above list shall not relieve the Contractor of furnishing equipment and materials in accordance with the specifications.

§ 6.4.4 Written approval shall be obtained from the Architect regarding any material/equipment, supplier, and manufacturer substitution. Substitutions are permitted in the following instance:

- .1 Failure to comply with contract requirements;
- .2 Failure of the supplier or manufacturer to meet delivery schedules or other conditions of the contract;
- .3 Written release by the supplier or manufacturer.

§ 6.4.5 The Owner reserves the right to reject the bid of any Bidder who fails to furnish the information required under Sections 6.3 and 6.4.

#### **§ 6.5 Unit Prices**

§ 6.5.1 Each Bidder shall submit as part of the Bid a list of unit prices as designated on the Form of Proposal.

§ 6.5.2 Unit prices are for changing or adjusting the scope or quantity of work from that indicated by the contract drawings and specifications.

§ 6.5.3 Unit prices shall include all labor, materials, equipment, appliances, supplies, overhead and profit.

§ 6.5.4 Only a single unit price per item shall be given and it shall apply for either more or less work than indicated or specified in the contract documents. In the event the contract is adjusted by unit prices, a change order shall be issued for the change and for the increased or decreased amount.

§ 6.5.5 Unit prices listed by the Bidder and accepted by the Owner shall apply to all phases of work whether the work is performed by the Bidder or by the Bidder's (Contractor's) subcontractors.

§ 6.5.6 For unit prices that apply to a lump sum Base Bid, the Owner reserves the right, prior to an award of contract, to negotiate, adjust and/or reject any price that is determined by the Architect, Construction Manager, or Owner to be excessive or unreasonable in amount.

§ 6.5.7 On line item total sum bids where Bidders are quoting firm unit prices for estimated quantities of units of work, the unit price is the Bid and is not subject to change, either by the Bidder or Owner. The Owner reserves the right to correct mathematical errors in extensions and additions by the Bidder. The Owner's corrected bid sum total shall take preference over the Bidder's computed bid sum total.

#### **§ 6.6 Bid Division, Material Suppliers, and Purchase Orders**

§ 6.6.1 This Section applies to projects with or without Bid Division (Multiple Prime Contracts), and those Projects that provide for direct purchase by the Owner of materials and equipment from Material Suppliers.



**§ 6.6.2** For Projects with Bid Division: General Construction and Concrete, Masonry, Plumbing, HVAC and Electrical Contractors shall provide with their Bid a breakdown of major material items (excluding sales tax). This breakdown shall include description of the item, name of the manufacturer, name of the supplier, and the amount of the supplier's quote. The Owner will issue Purchase Orders direct to the suppliers for these materials. The following shall be provided:

- .1 Within four (4) days from the Bid Date, the low Bidder shall furnish to the Owner the list of material suppliers of the items listed on the bid breakdown, with authorization given to the Contractor to quote the materials listed and that the Supplier will furnish the listed materials to the Owner under the Owner's standard Purchase Order for the amount stated on the Contractor's bid breakdown. Failure of any Contractor to provide this written list of material suppliers with authorization will cause forfeiture of the bid security.
- .2 The Contractor shall also guarantee to the Owner that materials listed in the breakdown to be purchased directly by the Owner shall comply with requirements of the Contract Documents and that the quantity of such material is sufficient to complete the Bid Division. The Performance and Payment Bonds required of the Contractor shall be in the combined amount of the materials designated in its bid to be acquired by Purchase Order by the Owner and all remaining items of cost in the respective Bid Division. Contractor shall provide an invoice from the supplier to the Owner with Contractor's Application for Payment.
- .3 Material Suppliers will be paid the full amount of their invoices. Retainage that would otherwise be withheld from invoices submitted by and paid to a material supplier shall be withheld from the approved payment request of the Contractor. Refer to General Conditions for further requirements regarding retainage.
  - a Lockers, Library, Kitchen, Shop, Technology, Science or other major equipment bid divisions shall provide with their Bid a breakout price for the material portions of the Bid (excluding sales tax). Award of contract will be based on the lump sum price of the accepted Bid that includes labor and materials. The Owner will issue a Purchase Order for the material and a contract for the labor and incidental materials. Retainage will be held on both the Purchase Order and the Contract in accordance with the General Conditions.
  - b The language of the Bid Divisions is designed to outline and define the work in general to be included in a particular Bid Division and to prevent overlapping and conflicting requirements within other Bid Divisions. No Bidder shall use the omission of any item from this language as a basis for a claim for additional cost when such item is specified or indicated to be part of a complete and workable system.
  - c It is the responsibility of the Bidder to determine which Bid Division or combination of Bid Divisions the Bidder desires to Bid.

**§ 6.6.3** For Projects without Bid Division but with direct purchase by the Owner of materials and equipment from Material Suppliers, Contractors shall comply with paragraph 6.6.2 above as applicable to the Project. The Owner will issue Purchase Orders direct to the suppliers for these materials. Award of contract will be based on the lump sum price of the accepted bid that includes labor and materials. Retainage will be held on both the Purchase Orders and the Contract(s) in accordance with the General Conditions.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** Unless stipulated otherwise in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be executed by a surety company authorized to do business in Kentucky.

**§ 7.1.2** The cost of such bonds shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

### **§ 7.2 Time of Delivery and Form of Bonds**

**§ 7.2.1** The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

**§ 7.2.2** Unless otherwise provided, the bonds shall be written on AIA Document A312™–2010, Performance Bond and Payment Bond — KDE Version. Both bonds shall be written in the amount of the Contract Sum, being the total of the Base Bid, as described in Section 1.5 herein, and all Alternates accepted by the Owner.

**§ 7.2.3** The bonds shall be dated on or after the date of the Contract.



**§ 7.2.4** The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101™-2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version, except for those Projects utilizing a Construction Manager the Agreement will be written on AIA Document A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition — KDE Version. Owner-Contractor Agreements shall be valid only after written notice by the Kentucky Department of Education that the proposed Agreements are approved.

## **ARTICLE 9 PUBLIC WORKS ACT [Reference: KRS 337.505 to 337.550]**

### **§ 9.1 Labor Regulations**

**§ 9.1.1** Work shall be performed in compliance with applicable provisions of the Kentucky Prevailing Wage Act on Public Works Projects, KRS 337.505 through KRS 337.550.

**§ 9.1.2** Prevailing wage rates, included with the Bidding Documents, shall be paid on this Project if required under Section 10.1.1. The stipulated wage rates represent prevailing minimum wage rates of pay allowable and shall not be construed to mean that higher rates may not have to be paid in order to secure labor.

**§ 9.1.3** Any Bidder and/or subcontract bidder in violation of any wage or work act provision (KRS 337.510 to KRS 337.550) and under citation by the Kentucky Department of Labor is prohibited by KRS 337.990 from bidding on or working on any and all public works contracts either in their name or in the name of any other company, firm, or other entity in which there is vested interest. No Bid shall be submitted by a prime Bidder or sub-bidder in violation of KRS Chapter 337. The responsibility of the qualifications of the sub-contract Bidder is solely that of the prime Bidder. The rejection of the subcontract Bidder and resubmittal of a qualified subcontract Bidder shall be addressed per the provisions of these Instructions to Bidders relating to subcontract Bidders (subcontractors) and materials.

### **§ 9.2 Davis-Bacon Act Provisions**

Projects funded with Federal Funds shall comply with the Davis-Bacon Act (Subchapter IV of Chapter 31 of the Title 40 of the United States Code). Where the amount received from federal revenue sharing is less than 25 percent of the estimated total construction cost of a public school project, state law and not the federal applies to the wage rate and the prevailing wage scale to be used for the project (OAG 74-329). Refer to Supplementary Conditions for direction regarding application of federal rates, if included in the bidding documents, to this project. In the event both state and federal wage rates apply, the higher of the two rates shall be used to determine labor costs.

## **ARTICLE 10 TAXES**

### **§ 10.1 Kentucky Sales and/or Use Tax [Reference KRS 139.495(1)]**

Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax, unless provisions are clearly noted in the bidding documents for the direct purchase of certain materials and equipment by the Owner. Materials and equipment which are to be submitted for direct purchase are as noted by the Architect or Construction Manager in the Form of Proposal and shall be limited to forty (40) items with a minimum price of \$5,000 each. All other materials and equipment shall be included in the Contract Price and are subject to Kentucky Sales and/or Use Taxes. Current Sales and/or Use Tax shall be provided for and included in the bid amount as no adjustment will be permitted nor made after the receipt of bids.

### **§ 10.2 Federal Excise Tax**

The Commonwealth of Kentucky and its political subdivisions are exempt from Federal Excise Tax.

## **ARTICLE 11 POST BID REVIEW AND MATERIAL SUBMITTAL**

### **§ 11.1 Representative at Bid Opening**

**§ 11.1.1** Each prime Bidder shall have an authorized representative at the bid opening for submittal of the list of materials and equipment, and the post bid review which follows immediately after the opening and reading of bids.

**§ 11.1.2** Following the opening of bids, the three (3) apparent low Bidders shall remain for a post-bid review, and shall submit a completed list of materials, equipment and suppliers within one (1) hour from the close of the reading of the bids. The list of materials and equipment shall be the listing contained in the Form of Proposal.

**§ 11.1.3** The post bid review, open to all bidders, will be conducted jointly with representatives of the Architect and Construction Manager (if utilized), Owner, and apparent low Bidder. Preliminary review will be directed toward Bidder's qualifications, list of subcontractors, list of materials and equipment, and unit prices.

**ARTICLE 12 EQUAL EMPLOYMENT AND NONDISCRIMINATION**

The Commonwealth of Kentucky and its political subdivisions are committed to equal job opportunities on public contracts and prohibited from discrimination based on race, creed, color, sex, age, religion, or national origin.

**ARTICLE 13 CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION**  
**[Reference KRS 45A.455]**

Conflict of Interest, Gratuities, Kickbacks, and Use of Confidential Information as described in KRS 45A.455 are expressly prohibited. Penalties for any violation under this statute are located in KRS 45A.990.

**ARTICLE 14 KENTUCKY FAIRNESS IN CONSTRUCTION ACT OF 2007 [Reference KRS 371.400 to 371.425]**

Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the Kentucky Fairness in Construction Act of 2007 as it relates to the right to litigate, the right to delay damages against the Owner, the right to file a mechanic's lien, prompt payment by Owners, amount of retainage that can be withheld and other provisions of the Act.

**ARTICLE 15 KENTUCKY PREFERENCE LAW [Reference KRS 45A.490 to 45A.494]**

**§ 15.1** Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the reciprocal preference for Kentucky Preference for Resident Bidders law, KRS 45A.490 to KRS 45A.494. Reciprocal preference shall be given by public agencies to resident bidders.

**§ 15.2** The Kentucky Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this Section shall be given.

**§ 15.3** The reciprocal preference as described in KRS 45A.490 to KRS 45A.494 above shall be applied in accordance with Kentucky Administrative Regulation 200 KAR 5:400.



KENTUCKY DEPARTMENT OF EDUCATION  
702 KAR 4:160

FORM OF PROPOSAL

BG No. 18-329

Date: 9/12/18 To: (Owner) WOODFORD COUNTY PUBLIC SCHOOLS

Project Name: SOUTHSIDE ELEM. KIT & CAFE. ADDITION Bid Package No. -

City, County: VERSAILLES, WOODFORD

Name of Contractor: D K CONSTRUCTORS

Mailing Address: 2247 COMMERCE PKWY LAGRANGE KY 40031

Business Address: SAME Telephone: (502) 587-1725

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 3 (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:

1,017,000.00  
Use Figures

ONE MILLION SEVENTEEN THOUSAND Dollars & NO 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	VRV Equipment			<input checked="" type="checkbox"/>
2	HVAC Controls			<input checked="" type="checkbox"/>
3	2 & 3 Compartment Sinks	<u>28,500.00</u>		<input type="checkbox"/>
4	Underground Sanitary Piping	<u>24,000.00</u>		<input type="checkbox"/>
5	Existing Kitchen Ceiling & Fixtures	<u>30,000.00</u>		<input type="checkbox"/>
6	Concrete Walk for Playground	<u>18,000.00</u>		<input type="checkbox"/>
7	Kitchen Ice Machine, Shelving & Tables	<u>13,000.00</u>		<input type="checkbox"/>
8	Emergency Generator			<input type="checkbox"/>

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



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FORM OF PROPOSAL

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.

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the contractor)
1	EARTHWORK	RAME CONTRACTING
2	SITE STORMWATER	" "
3	ASPHALT PAVING	" "
4	SITE CONCRETE	BANKS CONCRETE
5	LANDSCAPING	RAME CONT.
6	SITE SANITARY SEWER	" "
7	BUILDING CONCRETE	BANKS CONC.
8	UNIT MASONRY	BERGER MASONRY
9	STEEL ERECTION	DAILEY STEEL
10	STEEL FABRICATOR	" "
11	MODIFIED BITUMEN ROOFING	GEOEGHEGAN
12	EPDM ROOFING (CARLISLE CERTIFIED)	"
13	DOOR, FRAME & HARDWARE	GC
14	ALUMINUM WINDOWS	PHOENIX GLASS

15	SUSPENDED CEILING SYSTEMS	COMMONWEALTH
16	PAINTING	SIMPSON
17	HVAC	TECO
18	PLUMBING	"
19	INSULATION	"
20	TEMPERATURE CONTROLS	"
21	ELECTRICAL	DEBRA KUEMPEL
22	FIRE ALARM	" "
23	SOUND	" "
24	DATA	" "
25	FIRE PROTECTION	A+B
26	PAGING/INTERCOM	DEBRA KUEMPEL

**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.

	<b><u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u></b> (to be filled out by the Architect or Contractor)	<b><u>SUPPLIER</u></b> (to be filled out by the Contractor)	<b><u>MANUFACTURER</u></b> (to be filled out by the Contractor)
1	CONCRETE SUPPLIER		
2	UNIT MASONRY SUPPLIER		

15	SUSPENDED CEILING SYSTEMS	
16	PAINTING	
17	HVAC	
18	PLUMBING	
19	INSULATION	<i>FREEDOM INSULATION</i>
20	TEMPERATURE CONTROLS	<i>INNER SPACE</i>
21	ELECTRICAL	
22	FIRE ALARM	<i>ELECTRONIC SPECIALTY CO</i>
23	SOUND	<i>11 11</i>
24	DATA	<i>11 11</i>
25	FIRE PROTECTION	
26	PAGING/INTERCOM	<i>ELECTRONIC SPECIALTY CO</i>

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1	CONCRETE SUPPLIER		
2	UNIT MASONRY SUPPLIER		



3	BRICK SUPPLIER	CLAY INGELS	BELDEN
4	BRICK MANUFACTURER	BELDEN	"
5	STEEL JOISTS	DAILEY STEEL	DAILEY STEEL
6	STEEL SUPPLIER	" "	"
7	MODIFIED BITUMEN ROOFING	NORTH COAST	TREMCO
8	ALUMINUM WINDOWS		KAWNEER
9	SUSPENDED CEILINGS	FBM	USG
10	PAINT	SHERWIN WILLIAMS	SHERWIN WILLIAMS
11	VARIABLE REFRIGERANT EQUIP.	<del>STAFFORD SMITH</del>	DAIKIN (K)
12	PANELBOARDS	GRAYBAR	SQUARED
13	LIGHT FIXTURES	"	METALUX/WATTSTOP-CONTROLS
14	WIRING DEVICES	"	HUBBELL
15	FIRE ALARM DEVICES	ELECTRONIC SPECIALTY CO	
16	PAGING/INTERCOM	" " "	RAULAND

**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.

	<b>WORK</b> (to be filled out by the Architect)	<b>PRICE / UNIT</b> (to be filled out by the Contractor)	<b>UNIT</b> (to be filled out by the Contractor)
1	Unclassified excavation	25.00	CU. YD.
2	6" thick concrete sidewalk	10.00	SQ. FT.
3	1/4" Soft Copper Refrigerant Piping with insulation and hangers		



3	BRICK SUPPLIER	CLAY INGELS	BELDEN
4	BRICK MANUFACTURER	BELDEN	"
5	STEEL JOISTS	DAILEY STEEL	DAILEY STEEL
6	STEEL SUPPLIER	"	"
7	MODIFIED BITUMEN ROOFING	NORTH COAST	TREMCO
8	ALUMINUM WINDOWS		KAWNEER
9	SUSPENDED CEILINGS	FBM	USG
10	PAINT	SHERWIN WILLIAMS	SHERWIN WILLIAMS
11	VARIABLE REFRIGERANT EQUIP.	<del>STAFFORD SMITH</del>	DAIKIN (K)
12	PANELBOARDS	GRAY BAR	SQUARED
13	LIGHT FIXTURES	"	METALUX/WATTSTOP-CONTRACT
14	WIRING DEVICES	"	HUBBELL
15	FIRE ALARM DEVICES	ELECTRONIC SPECIALTY CO	
16	PAGING/INTERCOM	"	RAULAND

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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.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
1	Unclassified excavation	25.00	CU. YD.
2	6" thick concrete sidewalk	10.00	SQ. FT.
3	1/4" Soft Copper Refrigerant Piping with insulation and hangers	21.00	LN. FT.

4	3/8" Soft Copper Refrigerant Piping with insulation and hangers	21.00	LN. FT.
5	1/2" Soft Copper Refrigerant Piping with insulation and hangers	24.00	" "
6	5/8" Soft Copper Refrigerant Piping with insulation and hangers	26.00	" "
7	7/8" Soft Copper Refrigerant Piping with insulation and hangers	29.00	" "
8	1-1/8" Soft Copper Refrigerant Piping with insulation and hangers	35.00	" "
9	4" Exterior Sanitary Sewer 5' deep in earth	22.00	" "
10	3/4" Domestic Water Piping with insulation and hangers	29.00	" "
11	Fire Alarm A/V Device with 50' of conduit and wiring	90.00	EA.
12	Intercom Speaker with 50' of conduit and wiring	100.00	EA.
13	Duplex Receptacle with 50' of conduit and wiring	49.00	EA.
14	Light Fixture X2 with 50' of conduit and wiring	166.00	EA.

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**FORM OF PROPOSAL**

**DIRECT MATERIAL PURCHASES:**

Indicate on the lines below those materials to be purchased directly by the Owner with a Purchase Order to be issued by the Owner to the individual suppliers. The value of the direct Purchase Order cannot be less than \$5,000. Following the approval of bids, the Contractor shall formalize this list by completing and submitting the electronic Purchase Order Summary Form provided by KDE. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

**A maximum of 10 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.**


**The bidder shall submit the list of Purchase Orders within four (4) days of the bid.**

	<b><u>SUPPLIER</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER DESCRIPTION</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER AMT.</u></b> (to be filled out by the Contractor)
1.			
2.			



Delivery Method		PO Certification Statement Phase		
GC	<input type="checkbox"/>	GESC	<input checked="" type="checkbox"/> Initial Statement	<input type="checkbox"/> Final Statement
CM			<input type="checkbox"/> Change Order Stmt.	

**Final Certification Statement**  
To the best of my knowledge, I certify that all materials listed within this document have been purchased in accordance with 103 KAR 26.070 and 702 KAR 4:160.

Owner's Signature	Date
	9/13/18
General Contractor's / Construction Manager's Sign	Date

Purchase Order Summary Form - 2013



3.			
4.			
5.			
6.			
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9.			
10.			

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**FORM OF PROPOSAL**

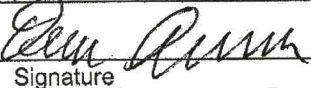
**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:**

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 / BIDDER: DK CONSTRUCTORS

AUTHORIZED REPRESENTATIVE'S NAME:   
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): DENNIS SHERMAN

AUTHORIZED REPRESENTATIVE'S TITLE: PRINCIPAL

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

**This form shall not be modified.**