

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 Nineteenth day of April
in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Boone County Board of Education

8330 U.S. 42

Florence, Kentucky 41042

and the Contractor:

(Name, legal status, address and other information)

R&B Contractors

3730 Schloss Lane

Shandon, Ohio 45063

for the following Project:

(Name, location and detailed description)

North Pointe Elementary School – Roof

875 North Bend Road, Hebron, Kentucky 41048

REH # 129-918-L / BG # 19-143

This project is for removing the existing EPDM roof membrane and edge metals, installing an additional layer of polyisocyanurate insulation and a new, mechanically attached EPDM roof system with all associated edge metals. Also included is stripping, priming, and repainting all of the standing seam metal roofs and gutters.

The Architect:

(Name, legal status, address and other information)

Robert Ehmet Hayes & Associates, PLLC

2512 Dixie Highway

Fort Mitchell, Kentucky 41017

The Owner and Contractor agree as follows.



This version of AIA Document A101–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101 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.

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

FOR APPROVAL

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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 () 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.)

August 1, 2019

Portion of Work

Substantial Completion Date

, 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), 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
 Three Hundred Sixty One Thousand Five Hundred Fifteen Dollars
 (\$ 361,515), 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	\$ 327,875
Sum of Accepted Alternates	\$ 33,640
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 361,515
Sum of Owner's direct Purchase Orders	\$ N/A
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 361,515

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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
Alternate No. 1	Paint metal roof and gutters	33,640
	Total of Alternates	33,640

§ 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.)

As outlined on R&B Contractors, LLC's Form of Proposal.

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 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.)

None

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:

Contractor shall submit each application for payment to the Architect allowing seven days for his review and for receipt of the application by the Owner two weeks before the second Thursday of each month. Owner will make payment within twenty (20) days after the application has been approved by the Owner and release has been authorized.

§ 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 _____ 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 _____ 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.

Paragraph 5.1.3 above is deleted.

Payments to the Contractor shall be in accordance with the General, Supplementary and other Conditions of the Contract, and Section 017900 "Payment Procedures".

§ 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.)

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

Mr. Mike Poiry, Assistant Superintendent for Operations
Boone County Board of Education
8330 U.S. 42
Florence, Kentucky 41042

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

Mr. Bob McConnell, President
R&B Contractors, LLC
3730 Schloss Lane
Shandon, Ohio 45063

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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:

AWARD OF THE CONTRACT- Award of this Contract is subject to acceptance of the bids by the Kentucky Department of Education.

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.)

Supplementary Conditions, Pages 1 - 7

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.)

See Exhibit 'A' attached to this Agreement.

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.)

Number	Title	Date
Sheet 1	Roof Plan	2/14/19
Sheet 2	Details, General Notes, Vicinity Plan	2/14/19

§ 9.1.6 The Addenda, if any:

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

None

Number	Date	Pages
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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:

9.1.7.1 above is deleted.

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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

C. is not applicable

D. Supplementary Instructions to Bidders, Pages 1 - 5

E. R&B Contractors, LLC's Form of Proposal, Pages 1 through 4, dated April 4, 2019, with accompanying Conflict of Interest, Bid Bond, and Power of Attorney.

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.)

Insurance as outlined in the Contract Documents.

KDE version of Performance and Payment Bonds, AIA Document A312, 2010, to be executed with this Agreement.

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)

Karen Byrd, Chairperson

(Printed name and title)

**DO NOT
SIGN**

CONTRACTOR (Signature)

Mr. Bob McConnell, President

(Printed name and title)

**DO NOT
SIGN**

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EXHIBIT 'A'

CONTRACT DOCUMENTS

Sample General Conditions (AIA A201, 2007) – KDE Version	1 – 41
Supplementary Conditions	1 – 7
Sample Supplemental Certificate of Insurance (AIA G715, 1991)	1 – 1

Section 011000 – Summary	1 – 6
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<u>Division 01 – General Requirements</u>	01 – 11
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012100 Allowances	01-1
012200 Unit Prices	01-1
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013100 Project Management and Coordination	01-2
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016000 Product Requirements	01-6
017300 Execution	01-8
017700 Closeout Procedures	01-10

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061000 Rough Carpentry	1 – 5
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Division 07 – Thermal and Moisture Protection

070150.19 Preparation for Reroofing	1 – 4
075323 Ethylene-Propylene-Diene-Monomer (EPDM) Roofing	1 – 12
076200 Sheet Metal Flashing and Trim	1 – 9
077200 Roof Accessories	1 – 4

Division 09 – Finishes

099100 Painting	1 – 7
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Certificate of Corporate Principal (Contractor)
(To be executed if Contractor is a Corporation)

I, _____, certify that I am the _____ of the organization named as Contractor herein, that _____, the officer who signed this Agreement on behalf of the Contractor, was then _____ of said organization, and that this Agreement was duly signed for and in behalf of said organization by authority of its governing body and is within the scope of its powers.

State of Incorporation: _____

Corporate Seal:

Certificate of Corporate Principal (Owner)
(To be executed If Owner is a Corporation)

I, _____, certify that I am the _____ of the organization named as Owner herein, that _____, the officer who signed this Agreement on behalf of the Owner, was then _____ of said organization, and that this Agreement was duly signed for and in behalf of said organization by authority of its governing body and is within the scope of its powers.

State of Incorporation: _____

Corporate Seal:

KENTUCKY DEPARTMENT OF EDUCATION702 KAR 4:160
North Pointe Elementary School
Roof**FORM OF PROPOSAL**BG No. 19-143 REH Project No. 129-918-LDate: April 04, 2019 To: (Owner) Boone County Board of EducationProject Name: North Pointe Elementary School – Roof Bid Package No. _____City, County: Hebron, BooneName of Contractor: R&B Contractors, LLCMailing Address: P.O. Box 117 Shandon, OH 45063Business Address: 3730 Schloss Lane Shandon, OH 45063 Telephone: 513-738-0954

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 None (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:

\$327,875.00
Use Figures

Three Hundred Twenty Seven Thousand Eight Hundred Seventy Five Dollars & Zero 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)
Alt. Bid No. 1	Paint metal roof and gutters	\$33,640.00		<input type="checkbox"/>
Alt. Bid No. 2				<input type="checkbox"/>
Alt. Bid No. 3				<input type="checkbox"/>
Alt. Bid No. 4				<input type="checkbox"/>
Alt. Bid No. 5				<input type="checkbox"/>
Alt. Bid No. 6				<input type="checkbox"/>
Alt. Bid No. 7				<input type="checkbox"/>
Alt. Bid No. 8				<input type="checkbox"/>
Alt. Bid No. 9				<input type="checkbox"/>
Alt. Bid No. 10				<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.

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.

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.	Roofing	R&B Contractors, LLC
2.	Painting	R&B Contractors, LLC
3.	Lightning Protection	Ohio Valley Lightning Protection
4.		
5.		

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.

The bidders shall submit the list of suppliers and manufacturers with the bid.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	EPDM	Willoughby Supply	Carlisle Syntec
2.	Edge Metals	Willoughby Supply	Carlisle Syntec
3.	Painting	Sherwin Williams	Sherwin Williams
4.			
5.			

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.

	<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.	EPDM, mechanically attached	\$1.25 sq. ft.	sf
2.	1" polyiso Insulation	\$0.65 sq. ft.	sf
3.	1 layers 1-1/2" polyiso insulation, replaced	\$0.85 sq. ft.	sf
4.			
5.			
6.			
7.			
8.			
9.			
10.			

COMPLETION OF PROJECT:

The Bidder proposes and agrees to substantially complete all Work under this Contract as outlined in Section 011000 "Summary". To meet this schedule Contractor may have to factor acceleration costs and overtime in his Bid.

CERTIFICATE OF CORPORATE PRINCIPAL
(To Be Completed if Bidder is a Corporation)

I, _____, certify that I am the _____ of the Company named as Bidder in the within Bid, that _____, who signed this Bid on behalf of the Bidder, was then _____ of said Company, that I know his signature and his signature hereto is genuine; and that said Bid was duly signed, sealed, and attested for and on behalf of said Company by authority of its governing body and is within the scope of its powers.

By:

State of Incorporation:

Corporate Seal:

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: R&B Contractors, LLC

AUTHORIZED REPRESENTATIVE'S NAME: Robert McConnell

Signature



Resident Bidder (As defined in Article 15 of Instructions to Bidders AIA A701, 1997 - KDE Version () Yes (✓) No

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.

This form shall not be modified.

North Pointe Elementary School
Roof

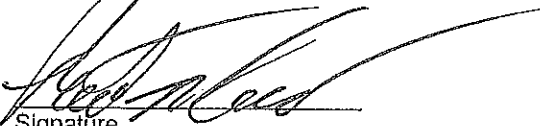
CONFLICT OF INTEREST

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. he, or any member of his immediate family, has a financial interest herein; or
- b. a business or organization which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee is a party; or
- c. any other person, business, shareholder or other stockholder, or organization with whom he or any member of his immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not be limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky law for any board member or employee, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I hereby certify that no member of my immediate family is an employee or board member of the Boone County Board of Education.


Signature

April 04, 2019

Date

References: KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

Note: This certificate must be signed and attached to the Form of Proposal in order for Bid to be qualified.

CNA SURETY

Bid Bond

Bond No. 72141681

CONTRACTOR:

(Name, legal status and address)
R & B Contractors, LLC

a LLC

P. O. Box 117,
Shandon, OH 45063

OWNER:

(Name, legal status and address)
Boone County Board of Education

Governmental Entity
8330 U.S. Hwy. 42,

Florence, KY 41042

BOND AMOUNT: Five Percent of Amount Bid
5.0 % of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
North Pointe Elementary School

SURETY:

(Name, legal status and principal place
of business)

WESTERN SURETY COMPANY
South Dakota Corporation
151 North Franklin
17th Floor
Chicago, IL 60606

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

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of April, 2019

Kimberly Clark
(Witness)

Cassi
(Witness)

R & B Contractors, LLC

(Principal)

[Signature]

(Title)

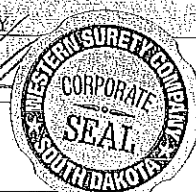
WESTERN SURETY COMPANY

(Surety)

[Signature]

(Title)

ANDREW WESLEY NEFF



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72141681

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint ANDREW WESLEY NEFF

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: R & B Contractors, LLC

Obligee: Boone County Board of Education

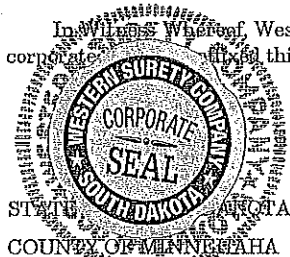
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72141681 is not issued on or before midnight of July 4, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its Secretary, Andrew Wesley Neff, this 4th day of April, 2019.

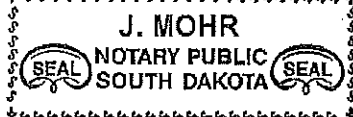


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 4th day of April, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 4th day of April, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



R&BCO-1

OP ID: AWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/03/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wilks Insurance Agency, Inc.
319 N. Second Street
Hamilton, OH 45011
Wilks Insurance Agency, Inc.

513-868-9000

CONTACT NAME: Andrew Neff

PHONE (A/C, No, Ext): 513-868-9000

FAX (A/C, No): 513-868-9000

E-MAIL ADDRESS: andrew@wilksinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: MOTORIST MUTUAL INSURANCE CO

13331

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED R and B Contractors LLC
PO BOX 117
Shandon, OH 45063

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	3330667960	04/19/2019	04/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		3330667960	04/19/2019	04/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	3330667960	04/19/2019	04/19/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	3330667960	04/19/2019	04/19/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Boone County Board of Education, Boone County School District Finance Corporation, and Robert Ehmet Hayes & Associates, PLLC are listed as additional insureds.

CERTIFICATE HOLDER

BOONE-2

Boone County
Board of Education
8330 US Highway 42
Florence, KY 41042

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTEPAD

INSURED'S NAME R and B Contractors LLC

R&BCO-1
OP ID: AWN

PAGE 3
Date 04/03/2019

AP Section Policy Received: 10/04/18
Form #: CXSPX102 Form Name: EXCLUSION - VIOLATION OF STATUTES THAT GOVERN E-MA
Form #: CXSPX11 Form Name: ARCHITECTS, ENGINEERS OR SURVEYORS PRO.LIAB.EXCL.
Form #: CXSPX116 Form Name: EXCLUSION - CYBER LIABILITY Form Ed Dt: 03/01/2017
Form #: CXSPX21 Form Name: CARGO EXCLUSION
Form #: CXSPX27 Form Name: CROSS SUITS EXCLUSION
Form #: CXSPX29 Form Name: DESGIN ERROR OR PROFESSIONAL LIABILITY EXCLUSION
Form #: CXSPX31B Form Name: EMPLOYEE RETIREMENT INCOME SECURITY ACT(ERISA)EXCL
Form #: CXSPX33 Form Name: EMPLOYMENT-RELATED PRACTICES EXCLUSION
Form #: CXSPX54 Form Name: PERSONAL PROPERTY CARE, CUSTODY OR CONTROL EXCL
Form #: CXSPX57 Form Name: POLLUTION ABSOLUTE EXCLUSION
Form #: CXSPX78 Form Name: ASBESTOS EXCLUSION
Form #: CXSPX92 Form Name: HAULWAYS NOT COVERED
Form #: CXSPX93 Form Name: LEAD LIABILITY EXCLUSION

AP Section Policy Received: 10/04/18
RELATED AN Form Ed Dt: 04/01/1998
Form #: CXSPX99 Form Name: UNINSURED/UNDERINSURED MOTORISTS EXCLUSION
Form #: ILSP01 Form Name: INTERLINE MANUSCRIPT ENDORSEMENT 1
Form #: IL0021 Form Name: NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)
Form Ed Dt: 11/01/1985
Form #: IL0935 Form Name: EXCLUSION OF CERTAIN COMPUTER RELATED LOSSES
Form Ed Dt: 04/01/1998
Form #: IL0985 Form Name: DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE
AC Form Ed Dt: 01/01/2015
Form #: IL7003 Form Name: ADDITIONAL POLICY PROVISIONS Form Ed Dt: 04/01/1996
Form #: IL7005 Form Name: SCHEDULE OF PREMISES Form Ed Dt: 01/01/1987
Form #: IL7016 Form Name: OHIO CHANGES-CANCELLATION AND NON-RENEWAL Form Ed Dt: 09/01/2013
Form #: IL7017 Form Name: EXCLUSION - ASBESTOS Form Ed Dt: 03/01/2000
Form #: IL7021 Form Name: LEAD LIABILITY EXCLUSION Form Ed Dt: 12/01/1994
Form #: IL7030 Form Name: EXCL-EXT INSULATION AND FINISH SYSTEM (EIFS) Form Ed Dt: 12/01/2007

AP Section Policy Received: 10/04/18
OF Form Ed Dt: 01/01/2015
Form #: IL7036 Form Name: ADDITIONAL CONDITION - TWO OR MORE COVERAGE FORMS Form Ed Dt: 03/01/2004
Form #: IL7047 Form Name: CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM Form Ed Dt: 01/01/2015
Form #: IL7060 Form Name: OHIO PUNITIVE DAMAGES - ATTORNEY FEES & COSTS EXCL Form Ed Dt: 06/01/2010
Form #: IL7203 Form Name: CONDITIONAL EXCLUSION OF TERRORISM - OHIO Form Ed Dt: 01/01/2014
Form #: M-1075 Form Name: RISK MANAGEMENT NOTICE TO POLICYHOLDERS Form Ed Dt: 11/01/1996

CA-S Policy Received: 10/04/18
CA7084 Commercial Auto Plus on Policy, Refer to Dec Page/Endorsement for Coverage Information
State: OH
Location #1 OH
Vehicle #2
Combined Single Limit Coverage: Current Term Amount: \$640.00
Medical Payments Coverage: Current Term Amount: \$34.00
Collision Coverage: Current Term Amount: \$203.00
Comprehensive Coverage: Current Term Amount: \$71.00
Uninsured Motorist Combined Single Limit Coverage: Current Term Amount: \$85.00
Vehicle #4
Combined Single Limit Coverage: Current Term Amount: \$640.00
Medical Payments Coverage: Current Term Amount: \$34.00
Collision Coverage: Current Term Amount: \$129.00
Comprehensive Coverage: Current Term Amount: \$56.00
Uninsured Motorist Combined Single Limit Coverage: Current Term Amount: \$85.00