

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

BETWEEN the Owner:
(Name, legal status, address and other information)
Henderson County Board of Education
1805 Second Street
Henderson, Kentucky 42420

and the Contractor:
(Name, legal status, address and other information)
A.V.P., Inc.
PO Box 973, 4869 Old Madisonville Road
Henderson, Kentucky 42419

for the following Project:
(Name, location and detailed description)
South Middle School Site Improvements
800 S. Alves Street, Henderson, Kentucky 42420
Construction of parking lot and practice field

The Architect:
(Name, legal status, address and other information)
Hafer, PSC
21 SE Third Street, Suite 800
Evansville, Indiana 47708

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.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

On-site work shall begin approximately July 18, 2019, pending any weather days and KDE approval.

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

Not Applicable

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

Init.

§ 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.)
 The date of final completion shall be November 22, 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
 None

(\$.00), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be
 Five Hundred Forty-Four Thousand, Four Hundred Dollars and no cents
 (\$ 544,400.00), subject to additions and deductions as provided in the Contract Documents.

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

	Amount
Base Bid	\$ 342,100.00
Sum of Accepted Alternates	\$ 202,300.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 544,400.00
Sum of Owner's direct Purchase Orders	\$.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 544,400.00

§ 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
1	Work Outside Property Line	\$32,600.00
2	Canopy (Both Sections)	\$139,500.00
7	Irrigation (Tap & Meter)	\$2,000.00
8	Irrigation (Design & Furnish)	\$15,000.00
9	Underdrains	\$13,200.00
	Total of Alternates	\$202,300.00

§ 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)
1 - Removal/Replacement of Soils	cubic yard	\$26.50
2 - Removal/Replacement of Rock	cubic yard	\$140.00
3 - Chemical Stabilization	square yard	\$2.10
4 - Stonebase	ton	\$34.00
5 - Underdrains	lineal foot	\$10.00

§ 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:

See Specification Section 012900 - Payment Procedures

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th 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.)

Init.

- .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.)

Prime interest rate at the Owner's bank.

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

Steve Steiner
Henderson County Schools
1805 Second Street
Henderson, KY 42420

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

Alam Powell
A.V.P., Inc.
PO Box 973
Henderson, KY 42419

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.)
See attached Section - Project Manual Index

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 attached Section - Table of Contents

Section	Title	Date	Pages
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Init.

§ 9.1.5 The Drawings:

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

See attached Section - Index of Drawings

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	6/27/2019	Two (2)

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:

Init.

.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.)

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)

Marganna Stanley, Superintendent

(Printed name and title)

CONTRACTOR (Signature)

Alan Powell, President

(Printed name and title)

Init.

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Index of Drawings
Advertisement to Bid
Instructions to Bidders - AIA A701 - 1997 (KDE)
Supplemental Instructions to Bidders
Form of Proposal (KDE)
Non Collusion Affidavit (KDE)
Bid Bond - AIA Document A310 - 2010 (KDE)
Owner Contractor Contract - AIA Document A101-2007 (KDE)
Performance and Payment Bond - AIA Document A312-2010 (KDE)
Application for Payment - AIA Document G702 - 1992
Affidavit for Assurance - KRS 198B.060(10)
Certificate of Liability Insurance
Contractors Affidavit of Payment of Debts and Claims - AIA G706 - 1994
Contractors Affidavit of Release of Liens - AIA Document G706A - 1994
General Conditions - AIA Document A201-2007 (KDE)
Supplementary Conditions 2007
Geotechnical Report
Direct Purchase Summary Form ((To be issued in addendum)

Division	Section Title	Pages
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SPECIFICATIONS GROUP

General Requirements Subgroup

DIVISION 01 - GENERAL REQUIREMENTS

011000	SUMMARY.....	5
012200	UNIT PRICES	2
012200	ALTERNATES	2
012500	SUBSTITUTION PROCEDURES	4
012600	CONTRACT MODIFICATION PROCEDURES	2
012900	PAYMENT PROCEDURES	4
013100	PROJECT MANAGEMENT AND COORDINATION	7
013200	CONSTRUCTION PROGRESS DOCUMENTATION	4
013300	SUBMITTAL PROCEDURES	9
014000	QUALITY REQUIREMENTS	6
014200	REFERENCES	2
015000	TEMPORARY FACILITIES AND CONTROLS	7
016000	PRODUCT REQUIREMENTS	7
017300	EXECUTION	7
017329	CUTTING AND PATCHING	4
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	2
017700	CLOSEOUT PROCEDURES.....	4
017823	OPERATION AND MAINTENANCE DATA	7
017839	PROJECT RECORD DOCUMENTS	3
017900	DEMONSTRATION AND TRAINING	4

DIVISION 10 – SPECIALTIES

105300	ALUMINUM WALKWAY COVER	4
--------------	------------------------------	---

DIVISION 26 – ELECTRICAL

260500	COMMON WORK RESULTS FOR ELECTRICAL	2
260519	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES.....	3
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS.....	3
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	3
260533	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS.....	5
260543	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS.....	4
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	4
262726	WIRING DEVICES.....	3
265600	EXTERIOR LIGHTING	4

DIVISION 31 – EARTHWORK

311000	SITE CLEARING	4
312000	EARTHMOVING	12

DIVISION 32 – EXTERIOR IMPROVEMENTS

321216	ASPHALT PAVING	8
321313	CONCRETE PAVING	11
321373	CONCRETE PAVING JOINT SEALANTS.....	5
329200	TURF AND GRASSES	11

DIVISION 33 – UTILITIES

330500	COMMON WORK RESULTS FOR UTILITIES.....	10
334100	STORM UTILITY DRAINAGE PIPING	11
334600	SUBDRAINAGE.....	4

END OF TABLE OF CONTENTS

INDEX OF DRAWINGS

C0.0	COVER SHEET & GENERAL NOTES
C1.1	EXISTING CONDITIONS
C2.1	DEMOLITION PLANS
C2.2	DEMOLITION PLANS
C2.3	DEMOLITION PLANS
C3.1	SITE LAYOUT PLANS
C3.2	SITE LAYOUT PLANS
C3.3	SITE LAYOUT PLANS
C3.4	SITE LAYOUT PLANS
C3.5	SITE LAYOUT PLANS
C4.1	GRADING & DRAINAGE PLANS
C4.2	GRADING & DRAINAGE PLANS
C4.3	GRADING & DRAINAGE PLANS
C4.4	GRADING & DRAINAGE PLANS
C5.1	SWPPP PLANS
C5.2	SWPPP PLANS
C5.3	SWPPP PLANS
C6.1	SITE DETAILS
C6.2	SITE DETAILS
C6.3	SITE DETAILS
A1.1	WALKWAY CANOPY PLAN, SECTIONS & DETAILS
E1.1	ELECTRICAL DETAILS & BUSSING DIAGRAMS
E2.1	SITE PLAN

LIST OF PROPOSED SUBCONTRACTORS:

List on the lines below each major branch of work and the subcontractor involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

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

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

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

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

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1.	Earthwork	AVP
2.	Pre-Engineered Alum Canopy	Mitchell
3.	Electrical	Demar
4.	Sewer	AVP
5.	Seeding and Lawn	AVP
6.	Irrigation	Phillips
7.	Concrete Pavement	A.V.P., Inc.
8.	Asphalt Pavement (Alt #10)	Rodgers
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	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the Contractor)
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LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:

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

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

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

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

	<u>MATERIAL DESCRIPTION BY 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.	Pre-Engineered Alum Canopy	<i>Mitchell Metals</i>	<i>Mitchell Metals</i>
2.			
3.			
4.			
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	<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)
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BG No. 19-067

Date: July 3, 2019

To: _____ (Owner)

Henderson County Schools

Project Name: South Middle School-Site Improvements Bid Package No. GC

City, County: Henderson, Henderson

Name of Contractor: A.V.P., Inc.

Mailing address: P.O. Box 973 Henderson, KY 42419

Business address: 4869 Old Madisonville Road Telephone: 270-826-7711

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 #1 (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:

\$342,100.00

Use Figures

Three Hundred Forty Two Thousand One Hundred 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
Alt. Bid No. 1	Work outside of Property Line	\$32,600.00		<input type="checkbox"/>
Alt. Bid No. 2	Canopy (Both Sections)	\$139,500.00 \$4,000.00		<input type="checkbox"/>
Alt. Bid No. 3	Canopy - Section A	\$65,000.00 \$1,000.00		<input type="checkbox"/>
Alt. Bid No. 4	Canopy - Section B	\$31,000.00 \$1,000.00		<input type="checkbox"/>
Alt. Bid No. 5	Parking Lot Island - Long	\$13,200.00		<input type="checkbox"/>
Alt. Bid No. 6	Parking Lot Island - Curbed	\$8,300.00		<input type="checkbox"/>
Alt. Bid No. 7	Irrigation (tap & meter)	\$2,000.00		<input type="checkbox"/>
Alt. Bid No. 8	Irrigation (design and furnish)	\$15,000.00		<input type="checkbox"/>
Alt. Bid No. 9	Underdrains	\$13,200.00		<input type="checkbox"/>
Alt. Bid No. 10	Contractor supplied and installed asphalt	\$105,000.00		<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.

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.	Removal of unsatisfactory soil and replacement with satisfactory soil material.	\$26.50	cy
2.	Rock excavation and replacement with satisfactory soil material.	\$140.00	cy
3.	Chemical stabilization of native soils.	\$2.10 per sq. yd. per 1%	
4.	Stone base (for Light-duty asphalt pavement)	\$34.00	ton
5.	Underdrains per linear foot	\$10.00	LF
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			

	<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)
20.			
21.			
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40.			

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 50 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.

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
20.			
21.			
22.			
23.			
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39.			
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41.			
42.			
43.			
44.			

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
45.			
46.			
47.			
48.			
49.			
50.			

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: A.V.P., Inc.

AUTHORIZED  REPRESENTATIVE'S NAME:

Alan V. Powell

Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed):

AUTHORIZED REPRESENTATIVE'S TITLE: President

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

This form shall not be modified.

The undersigned agent, being duly sworn, states that neither he/she nor his/her firm has any relationship (financial or through kinship) to:

- ☐ Any school board member or the superintendent;
- ☐ Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned further states that he/she has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he/she attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship you may have to any parties as mentioned above on this project.

None

This affidavit is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

Alan V. Powell
Name




President
Title

A.V.P., Inc.
Name of Company

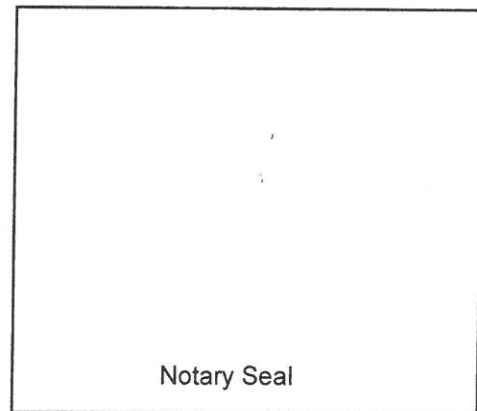
Subscribed and Sworn to Me this

3 day of July,
2019.


Notary Signature

My Commission expires:

4-10, 2020.





Environmental and Public Protection Cabinet
Office of Housing, Buildings and Construction
Division of Building Codes Enforcement
101 Sea Hero Rd
Frankfort, KY 40601

Case Number: _____
Project Name: South Middle School-Site Improvements
City/County: Henderson Henderson

**AFFIDAVIT OF ASSURANCES
PURSUANT OF KRS 198B.060(10)**

Comes the Applicant, (Please Print Name) Alan V. Powell and
states pursuant to KRS 198B.060(10), that all contractors and subcontractors employed or that will be
employed on any activity under the above referenced project shall be in compliance with the
Commonwealth of Kentucky requirements for Workers' Compensation Insurance (according to KRS
Chapter 342) and Unemployment Insurance (according to KRS Chapter 341).

This the 3rd day of July, 20 19.



CONTRACTOR, OWNER OR OWNER'S AGENT

The foregoing Affidavit of Assurance was acknowledged and sworn to before me by

Alan Powell, Applicant, on this the 3 day of July, 20 19.



NOTARY PUBLIC
KENTUCKY STATE AT LARGE

MY COMMISSION EXPIRES 4-10, 2020

Note: This Affidavit of Assurances shall be submitted for any project under State jurisdiction and where there is no local building official. Persons claiming exemption to the Workers' Compensation Laws should file a Waiver with the Kentucky Department of Workers' Claims, Division of Security & Compliance, 657 1270 Louisville Road, Frankfort, Kentucky 40601. (800/554-8601).



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:*(Name, legal status and address)***A.V.P., Inc.****P.O. Box 973****Henderson, KY 42419****OWNER:***(Name, legal status and address)***Henderson County Public Schools****1805 Second St.****Henderson, KY 42420****BOND AMOUNT: 5% of Amount Bid****SURETY:***(Name, legal status and principal place of business)***Western Surety Company****151 N Franklin St.****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.

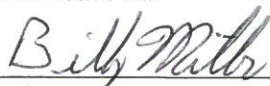
PROJECT:*(Name, location or address, and Project number, if any)***South Middle School ? Site Improvements**

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 **3rd** day of **July** **2019**


(Witness)

A.V.P., Inc.

(Principal)  (Seal)

(Title)

Western Surety Company

(Surety)  (Seal)

(Title) **Melissa Propst, Attorney-in-Fact**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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06110

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Brian L Sewell, Steven M Baas, Christian Volkert, Kenneth Albert, Benjamin Palmer Dycus, Daphne Sanders, Melissa Propst, LaKala Carter, Individually

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of October, 2018.



WESTERN SURETY COMPANY

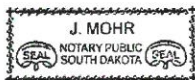
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of July, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



AVPINC-C02

DSANDERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2019

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 Van Meter Insurance Group Houchens Insurance Group 2009 Frederica Street Owensboro, KY 42301	CONTACT NAME: Daphne Sanders, CISR, CRIS		
	PHONE (A/C, No, Ext): (270) 685-5581 4414	FAX (A/C, No): (270) 685-3342	
	E-MAIL ADDRESS: dsanders@higusa.com		
INSURED A.V.P., Inc. PO Box 973 Henderson, KY 42419-0973	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: BITCO General Insurance Corporation		20095
	INSURER B: Kentucky Associated General Contractors Self Insurance Fund		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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 INSD	SUBR 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		CLP 3682835	6/15/2019	6/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 EMPLOYEE BEN AG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP 3682836	6/15/2019	6/15/2020	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 2816294	6/15/2019	6/15/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	15358	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 4,000,000 E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000
A	Installation Floater			CLP 3682835	6/15/2019	6/15/2020	Limit \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

Henderson County Board of Education
1805 Second St
Henderson, KY 42420

AUTHORIZED REPRESENTATIVE

Keith Hargood