

## **Bullitt County Public Schools**

1040 Highway 44 East Shepherdsville, Kentucky 40165

Phone: 502-869-8000 Fax: 502-543-3608 www.bullittschools.org

TO:

Jesse Bacon

FROM:

**Bret Highley** 

DATE:

November 6, 2020

RE:

New 800 Student Elementary School

Bid Package #1 – General Construction, BG 20-142

The bid opening was held on November 4, 2020 at 1:00 p.m. with a total of six bidders submitting bids. Only three (3) bidders submitted bids with all required documents. The lowest base bid was submitted by Redlee Construction and Development, Inc. in the amount of \$19,336,000.00. There were also nine (9) alternates on this project as follows:

ALTERNATE	AMOUNT	ACCEPT/REJECT
Intercom/Master Clock System	\$28,890.00	Accept
Door Hardware	\$0.00	Accept
Fire Alarm System	\$0.00	Accept
Plumbing Equipment	\$400.00	Accept
Kitchen Equipment	\$0.00	Accept
40kw Photovoltaic System	\$99,173.00	Reject
Extension of Right-of-Way	\$7,900.00	Accept
Yard Fire Hydrants	\$600.00	Accept
LED Monument Sign	\$36,000.00	Accept

At this time, I am asking the Boards' approval of the base bid amount and enter into a contract with Redlee Construction and Development, Inc. in the amount of \$19,336,000.00 and to accept the alternates as indicated in the amount of \$73,790.00 for a total construction amount of \$19,409,790.00.

If you have any questions, please feel free to contact me at 502-921-3659.

#### Attachment:

- Memo of Recommendation: Cate Ward, SKA Architects
- Redlee Construction and Development Contract
- Bid Documents
- Bid Tabulation Sheet

Verimon Jan

November 8, 2020

Dr. Jesse Bacon Superintendent Bullitt County Public Schools 1040 Highway 44 East Shepherdsville, KY 40165



RE: New 800-Student Elementary School - Bid Package #1 – General Construction BG# 20-142 ska# 2019-50

Dear Dr. Bacon:

On November 6, 2020, five (5) bids were received for the above-referenced project – two of those received were deemed invalid. Redlee Construction & Development, Inc. of Louisville, Kentucky submitted the low Base Bid amount of Nineteen Million, Three Hundred and Thirty-Six Thousand Dollars (\$19,336,000.00).

After the bids were opened, the unit prices were reviewed and mutually agreed upon. The subcontractor and manufacturer lists were reviewed and accepted. We have reviewed the bonding company (Travelers Casualty and Surety Company of America) and found that they meet the requirements of the Contract Documents.

We have reviewed the Alternates and recommend acceptance of eight of the nine listed:

Alternate No. 2 (Door Hardware), No.3 (Fire Alarm), No.5 (Kitchen Equipment) resulted in no cost change to the Base Bid amount and are therefore recommended.

Alternate No. 1 (Intercom and Master Clock Systems), Alternate No. 4 (Plumbing Equipment) and Alternate No. 8 (Yard Fire Hydrants) all include District Preferred brands of equipment that maintains continuity among all facilities and are therefore recommended.

Alternate No. 9 is the installation of an LED monumental sign with remote messaging capability. Work for this can be done ahead of final landscape installation. Cost of this Alternate is Thirty-Six Thousand Dollars (\$36,000) and the District would like to accept it.

Alternate No.7, which includes the road entrance work in the right-of-way which amounted to Seven Thousand and Nine Hundred Dollars (\$7,900). It is anticipated that this work will be funded through negotiations with the City of Mt Washington because the work involved directly relates to Golden Wing Road which is maintained by the City and therefore cannot be paid for by District funds since work is not on District-Owned Property. We recommend acceptance of this Alternate on the understanding cost of this work will be reimbursed to the District.

We are not recommending acceptance of Alternate No. 6 for the photovoltaic solar array system.

November 8, 2020 page 2

We, therefore, recommend that a contract is awarded to Redlee Construction & Development, Inc in the amount of Nineteen Million, Four Hundred Nine Thousand, Seven Hundred Ninety Dollars and Zero Cents (\$19,409,790.00).

Sincerely, Studio Kremer Architects

Cate Noble Ward | AIA

enclosures

final Bid Tabulation form Form of Proposal submitted by Redlee Construction & Development, Inc.

#### New 800-Student Elementary School BID PACKAGE #1 - General Construction

4 November 2020

BG# 20-142

ska# 2019-50

1:00 pm





	Addendum							Ī		<u> </u>	1			
BIDDERS		4	2	BASE BID	Alternate No.1 Intercom and Master Clock Systems	Alternate No.2 Door Hardware	Alternate No.3 Fire Alarm System	Alternate No.4 Plumbing Equipment	Alternate No.5 Kitchen Equipment	Alternate No.6 40 kW Photovoltaic System	Alternate No.7 Extention of Right-of-Way	Alternate No.8 Yard Fire Hydrants	Alternate No.9 LED Monument Sign	T O T A L if All Aternates are Accepted EXCEPT Alternate No. 6
Redlee Construction and Development, Inc.	у	у	у	\$19,336,000.00	\$28,890.00	\$0.00	\$0.00	\$400.00	\$0.00	\$ <del>99,173.00</del>	\$7,900.00	\$600.00	\$36,000.00	\$19,409,790.00
Morel Construction	у	у	у	\$19,450,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,000.00	\$13,500.00	\$0.00	\$33,000.00	\$19,528,500.00
EH Construction Company	у	у	у	\$19,884,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	\$10,000.00	\$1,000.00	\$38,000.00	\$19,965,000.00
Calhoun Construction Services, Inc. (Bid not complete.)	Υ	у	Y	Base bid information missing and form of proposal incomplete.		Selection appears		ersensammen.	onessonia essentialeses	ESSELLATIONS Structure position	Property Control	THE PROPERTY OF	e Transperier e Transperier en arreste en e	ert (Lindbert), ombered och bet (Lindbert), ombered och bet (Lindbert), omber (Lindbert), och bet (Lindber
BJB, Inc. (Subcontractor)	Bid d	lid not r	meet sub	omission requirements. Proposal	from Subcontr	actor.	committees.	and the section of th	an established	Constitution of the consti	Sinding against	an Arrighaman (1965) Tanàna dia kaominina dia kaominina dia kaominina dia kaominina dia kaominina dia kaominina Tanàna dia kaominina dia k	CONTROL CONTRO	THE PROPERTY OF THE PROPERTY O
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# 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



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

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

# Kentucky Department of Education Version of $\overline{\mathbb{A}IA}$ 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

9th

day of November

in the year 2020

(In words, indicate day, month and year.)

#### **BETWEEN** the Owner:

(Name, legal status, address and other information)
Bullitt County Public Schools

1040 HWY KY 44 East

Shepherdsville, KY 40165

Telephone Number (502) 869-8000

#### and the Contractor:

(Name, legal status, address and other information)

Redlee Construction & Development, Inc.

800 Stonecreek Parkway, Suite 5A

Louisville, KY 40223

Telephone Number (502) 412-3777

#### for the following Project:

(Name, location and detailed description)
New 800-Student Elementary School

New 800-Student Elementary School

Golden Wing Road, Mt Washington 40047

Project consists of the construction of a new Pre-K-5th grade school for accommodation of 800 students. Primary construction is ICF/Cast-in-Place Concrete with some structural steel frame, steel bar joists, and CMU bearing and partition walls. Other partitions are of steel stud/gwb construction. The building is two levels. There are two mechanical platforms: one is located over the gang restroom above the "upper level" and the other is on a mezzanine at the south end of the gym. Work involves HVAC systems, electrical systems (including lighting), plumbing, fire protection, communications, and electronic safety and security systems. New parking and drives will be constructed to serve the building, as will multiple outdoor paved areas. Above grade detention facilities will be constructed to mitigate runoff. Other site development includes clearing, grasses, plantings, and signage.

The Architect:

(Name, legal status, address and other information) Studio Kremer Architects

1231 S Shelby Street

Louisville, KY 40203

Telephone Number (502) 499-1100

The Owner and Contractor agree as follows.



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

Init.

#### **TABLE OF ARTICLES**

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

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

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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

(N/A) 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.)

Substantial Completion to be achieved by date cited below, unless explictly modified by Change Order.

Portion of Work
Entire Work of the Contract

**Substantial Completion Date** 

June 1, 2022

, 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 One Thousand Dollars and No Cents.

(\$ 1,000.00 ), 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

Twelve Million, Six Hundred Forty-Seven Thousand, Eight Hundred Forty-One Dollars and Seventy-Three Cents. (\$12,647,841.73), 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.)

	An	ount	
Base Bid	\$	19,336,000.00	
Sum of Accepted Alternates	\$	73,790.00	
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$	19,409,790.00	
Sum of Owner's direct Purchase Orders	\$	6,761,948.27	
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$	12,647,841.73	

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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	Intercom and Master Clock System	\$28,890.00
Alternate No. 2	Door Hardware	\$0.00
Alternate No. 3	Fire Alarm System	\$0.00
Alternate No. 4	Plumbing Equipment	\$400.00
Alternate No. 5	Kitchen Equipment	\$0.00
Alternate No. 7	Extension of Right-Of-Way	\$7,900.00
Alternate No. 8	Yard Fire Hydrants	\$600.00
Alternate No. 9	LED Monumental Sign	\$36,000
	Total of Alternates	\$73,790.00

§ 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.)

Refer to the Form of Proposal "Unit Prices" list attached to this Agreement.

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

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

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

Refer to Specification Section 01 02 10 "Allowances" for list of allowances included in Contract Sum.

Item Price

#### ARTICLE 5 PAYMENTS § 5.1 PROGRESS PAYMENTS

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the Fifteenth 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<sup>TM</sup>—2007, General Conditions of the Contract for Construction KDE Version;
  - 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:
  - 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.

Retainage shall not be reduced to below two percent (2%) until punch is 100% complete and Owner and Architect have had a final walk-through to confirm.

§ 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.)

1

#### § 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
X	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.)

N/A

§ 8.3 The Owner's representative: (Name, address and other information)
Dr. Jesse Bacon, Superintendent
Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, KY 40165

§ 8.4 The Contractor's representative: (Name, address and other information)
Matthew Elder, Vice President
Redlee Construction & Development
800 Stonecreek Parkway, Suite 5A
Louisville, KY 40223

§ 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.)

Document	Title	Date	Pages
Div. 0 Specifications	<b>Bidding and Contract Provisions</b>	October 14, 2020	Inclusive
Div. 1 Specification	General Requirements	October 14, 2020	Inclusive

#### § 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.) Refer to Project Manual Index attached to this Agreement.

Section Title Date Pages

§ 9.1.5 The Drawings:

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

Number

Title

Date

§ 9.1.6 The Addenda, if any:

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

Number	Date	Pages
Addendum No.1	October 22, 2020	96
Addendum No. 2	October 29, 2020	115

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:

AIA Document E201<sup>TM</sup>\_2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.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
- D. Contractor's Performance and Payment Bonds (attached to this agreement)
- E. Contractor's certificate of insurance (attached to this agreement)

#### 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)

As specified in Article 11 of AIA Document A201-2007 of the contract documents.

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Init.

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Date: 11/4/20 To: (Owner): Bullitt County Pu	ıblic Schools
Project Name: New 800-Student Elementary School	Bid Package No. 1
	General Construction
City, County:	
Name of Contractor:	
Redlee Construction & Development, Inc.	
Mailing Address:	
800 Stonecreek Parkway, Ste. 5A, Louisville, Kentucky 40223	
The control of the co	
Business Address: same	Telephone: (502) 412-3777
Business Address; same	Telephone: <u>(502)</u> 412-3777  Fax: <u>(502)</u> 412-7778
Having carefully examined the Instructions to Bidders, Contract Agre Conditions, Specifications, and Drawings, for the above referenced project, labor, materials, equipment, tools, supplies, and temporary devices required contract documents and any addenda listed below for the price stated herein	Fax: <u>(502) 412-7778</u> eement, General Conditions, Supplementa the undersigned bidder proposes to furnish al d to complete the work in accordance with the
Having carefully examined the Instructions to Bidders, Contract Agre Conditions, Specifications, and Drawings, for the above referenced project, labor, materials, equipment, tools, supplies, and temporary devices required contract documents and any addenda listed below for the price stated herein	Fax: <u>(502) 412-7778</u> eement, General Conditions, Supplementa the undersigned bidder proposes to furnish al d to complete the work in accordance with the
Having carefully examined the Instructions to Bidders, Contract Agre Conditions, Specifications, and Drawings, for the above referenced project, labor, materials, equipment, tools, supplies, and temporary devices required contract documents and any addenda listed below for the price stated herein Addendum 1, 2 (Insert the addendum numbers re	Fax: (502) 412-7778  eement, General Conditions, Supplementa the undersigned bidder proposes to furnish al d to complete the work in accordance with the n. ceived or the word "none" if no addendun
Having carefully examined the Instructions to Bidders, Contract Agree Conditions, Specifications, and Drawings, for the above referenced project, labor, materials, equipment, tools, supplies, and temporary devices required contract documents and any addenda listed below for the price stated herein Addendum 1, 2 (Insert the addendum numbers referenced.)  BASE BID: For the construction required to complete the work, in accordant the following lump sum price of:	Fax: (502) 412-7778  eement, General Conditions, Supplementa the undersigned bidder proposes to furnish al d to complete the work in accordance with the n. ceived or the word "none" if no addendun
Having carefully examined the Instructions to Bidders, Contract Agree Conditions, Specifications, and Drawings, for the above referenced project, labor, materials, equipment, tools, supplies, and temporary devices required contract documents and any addenda listed below for the price stated herein Addendum (Insert the addendum numbers refreceived.)  BASE BID: For the construction required to complete the work, in accordance the following lump sum price of:  19,336,000.00	Fax: (502) 412-7778  eement, General Conditions, Supplementa the undersigned bidder proposes to furnish al d to complete the work in accordance with the n. ceived or the word "none" if no addendun

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)
No.1	Intercom Public Address and Master Clock System	28890.00		
No.2	Door Hardware			(X)
No.3	Fire Alarm System			IXI
No.4	Plumbing Equipment	400		
No.5	Kitchen Equipment			X

## KENTUCKY DEPARTMENT OF EDUCATION

702 KAR 4:160

No.6	40kW Photovoltaic System	99,173=		
No.7	Extension of Right-of- Way	7,900		
No.8	Yard Fire Hydrants	600	The Manager of Community Manager	The second secon
No.9	LED Monument Sign	36,000		

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

#### LIST OF PROPOSED SUBCONTRACTORS:

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

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

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

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

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

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1.	Cleaning	Guyzer
2.	Demolition	Trademark
3.	Building Layout (Engineer / Surveyor)	N. la n r . x
4.	Excavation and Grading	Trudomos K
5.	Concrete	Redlel
6.	Masonry	Masononuics
7.	Insulated Concrete Forms	Masonomics Olampie Southern
8.	Structural Steel	Southern
9.	Steel Bar Joist / Metal Deck	
10.	Modified Roofing	carlon
11.	Standing Seam Metal Roofing	A transfer of the second secon

## KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160

Redlee 12. Hollow Metal Door and Frames 13. Wood Doors 14. Hardware onta 15. Overhead Doors / Coiling Doors WR Cole 16. Aluminum Windows / Storefront / Curtain Wall TMP Drywall / Hard Surface Ceiling 17. 11 18. Resilient Tile and Base U 19. Carpeting WV 20. Ceramic Tile Base TMP 21. Acoustical Ceiling MARS 22. Painting 23. Casework Knights 24. Mechanical 25. Sheet Metal (HVAC) U 26. Mechanical Insulator IL Kitchen Hood / Makeup Air Unit / Kitchen Exhaust Fans 11 28. Test and Balance 16 29. Chemical Treatment 30. Plumbing Fire Protection 31. Arrow 32. Electrical 33. Fire Alarm Security 35. Generator 36. Intercom 1 37. Fire Pump Spro AS 24 Geothermal Earthworks Geothermal 38. 39.

A	Terrory Co.	A STATE OF THE PARTY OF THE PAR	Andrew Steel Strawelling	in a second contract the second secon			200	managed and confirmed community and the first	22 may commission when you was a commission of the commission of t	
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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 with the bid.

	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY (to be filled out by the Architect or Contractor)	SUPPLIER (to be filled out by the Contractor)	MANUFACTURER (to be filled out by the Contractor)
1.	Concrete	IMI	Inc
2.	Masonry	INI LEE	GUNGARY SHOCK CITY &
3.	Insulated Concrete Forms	CARTER WATERS	PUDARK
4.	Modified Roofing	Gorland	GARLAND
5.	Standing Seam Metal Roofing	Merco	METCO
6.	Pre-finished Metal	g's ·	11
7.	Structural Steel	So Marris	
8.	Steel Bar Joist	So Messes	VULCANT!
9.	Metal Floor & Roof Deck	So manyes	VULCATI
10.	Hollow Metal Door and Frames & Wood Doors	ATLAS	MPI - SSH Kaul-
11,	Hardware	arias	Allegion
12.	Aluminum Windows / Storefront	C. I.M. FUC	Allegion Wirco / EFCO Centainseed Johnsonise
13.	Acoustical Ceiling	Peu	Centerinson
14.	Resilient Tile / Resilient Base	Ted McCain	Tolurson
15.	Carpet	(* 64	J. T.
16.	Paint	The state of the s	
17.	Casework	ATLAS	Morgan Smith

18.	Visual Display Boards		
	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY (to be filled out by the Architect or Contractor)	SUPPLIER (to be filled out by the Contractor)	MANUFACTURER (to be filled out by the Contractor)
19,	Fire Protection Sprinkler System / Sprinkler Heads	11-6000 = 6	Victamine
20.	Plumbing Fixtures	Victaurie FERCUSON Gerthernot Syply	AMERICAN STANDARD, DELTAS, EVEN SYMMONS, GLICAY, PROFUS, LASTH, LOOPPORD, LYLICAMI, AMERICA, BAROLL
21.	Geothermal	Coe theingt Symbo	W.L. PLASTICS
22.	Split Systems	N/A	N/A
23.	Electric Unit Heaters	AME	The state of the s
24.	Domestic Water Heater	FULLERA	MARKEL
25.	Hose Kits	THEEMAL ENDP. Spies	
26.	Hydronic Pumps and Specialties		FLOW DESIGN
27.	Variable Frequency Drives	BLACKMORE & GLUNT	HELL ? GOSSETT
28.	Heat Pumps	THERMAL EQUIP. SALES	LIATER EVANAGE
29.	AHU's / OA Units	1e ie v	DAIKW
30.	Exhaust Fans	Ams	
31.	Grilles / Registers / Diffusers	11	LOPEN COOK
32.	Kitchen Hood / Makeup Air / Kitchen Exhaust Fans	ti	KAVE GER
33.	Light Fixtures	し出工	LITHONIA
34.	Electrical Distribution Equipment	ECKART	
35.	Fire Alarm	Delta Serv.	SE ED
36.	Intercom	olling	ZST/Sdwards Telecone
37.	Security Intrusion Detection	D Hz	
38.	Emergency Generator	VELLA	Bosch
39.	Emergency Transfer Switch	Cummings	(umity)
40.	Fire Pump	Vulcar	AC PUMP

#### **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 with the bid.

	WORK (to be filled out by the Architect)	PRICE / UNIT (to be filled out by the Contractor)	<u>UNIT</u>
1.	Haul Away of Unsuitable Materials from Existing Stockpile	19.00	C.Y.
2.	Soil Stabilization of Subgrade	27.00	C.Y.
3.	Salvage, Stockpile and Placement of Landscape Boulders	450.00	Per Boulder
4.	Reinforced concrete walks and slabs, 4" thick with compacted sub-base	70.00	S.Y.
5.	8" HDPE Pipe, Installed, 10" HDPE Pipe, Installed, 12" HDPE Pipe, Installed	18.00	L.F. L.F. L.F.
6.	Earth Backfill	20,00	C.Y.
7.	Dense Graded Aggregate Base	19.00	TON
8.	Additional Excavation	11.00	C.Y.
9.	Aspnant Paving, per inch of thickness	XX	S.Y.
10.	Structural Steel (weight less than 20 lbs/ft) (weight more than or equal to 20 lbs/ft)	3.00 2.75	LB. LB.
11.	Hollow metal frame – 3'-0" x 7'-0" (interior)	225.00	EA.
12.	Wood door w/ metal narrow lite kit – 3'-0" x 7'-0" (interior)	450.00	EA.
13.	Mortise lockset (classroom / intruder function) Cylindrical Lockset (classroom/intruder function)	400.00 300.00	EA. EA.
14.	Closer Exit device (rim type)	230.00 725.00	EA. EA.
15.	Acoustical Ceiling, including grid (Type I) Acoustical Ceiling, including grid (Type 2)	3.00 4.50	S.F. S.F.
16.	Resilient Tile Resilient Base	4.60 2.60	S.F. L.F.
17.	Carpet Tile	xx	S.F.

## KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160

14.00 18. 6" CMU S.F. 8" CMU (reinforced) 17.00 S.F. 12" CMU (reinforced) 20.00 S.F. **WORK** PRICE / UNIT UNIT (to be filled out by the Architect) (to be filled out by the Contractor) 19. Metal stud framing (3-5/8") faced with 5/8" GWB, 7.60 S.F. finished each side. 0.75 Block filler, pin-hole free (CMU) 20. S.F. Primer (GWB) 0.75 S.F. (2) coats, acrylic paint 21. 0.90 S.F. (2) coats, water-based epoxy 1.25 S.F. 1 1/2-inch Installed Interior Geothermal Piping with 22. 60.00 L.F. 2-inch Installed Interior Geothermal Piping with 23. 65.00 L.F. Misc. Fittings 24. 2-inch Installed Interior Domestic Water Pipe 60.00 L.F. 2-inch Installed DWV Pipe with Misc. Fittings 25. 40.00 L.F. 26. Permanent steel casing for 1 1/4-inch geothermal L.F. 11.00 wellfield piping Recessed 2G backbox and 3/4" or 1" EMT stub-out 27. 100.00 EA. above 10'-8" accessible ceiling. Fire Alarm audio visual device (speaker/strobe) 28. XX EA. installed. Red lire alarm cabling installed. 29. L.F. ХΧ 3/4" EMT conduit installed (Plain or Factory 6.00 EA. Colored). Exit light fixture X-1 installed complete with 6'-0" 31. 200.00 EA. whip and three #12 AWG conductors. Recessed "A3" fixture installed complete with a 6'-0" 32. 237.00 EA. whip with three #12 AWG conductors #12 AWG conductor installed 33. 0.75 L.F. #10 AWG conductor installed 34. 0.90 L.F. 35. Pendant Suspended Intercom Speaker Installed 285.00 EA. Tamper resistant 20A duplex outlet installed 36. 46.00 EA. Long range Wall motion detector installed. 37. EA. XX Security Cabling Installed. 38. 2.50 L.F. Fire Alarm manual pull station installed. 39. EA. ХХ 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.

7 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	SUPPLIER	PURCHASE ORDER DESCRIPTION	PURCHASE ORDER AMT. (to be filled out by the Contractor)
	(to be filled out by the Contractor)	(to be filled out by the Contractor)	(to be filled out by the Contractor)
1,			
2.			
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19.			

## KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160

	SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	PURCHASE ORDER AMT. (to be filled out by the Contractor)
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## KENTUCKY DEPARTMENT OF EDUCATION

702 KAR 4:160

SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	PURCHASE ORDER AMT. (to be filled out by the Contractor)
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	(to be filled out by the Contractor)	(to be filled out by the Contractor)  (to be filled out by the Contractor)

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

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, 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: Rediee Construction & Development, Inc.
AUTHORIZED REPRESENTATIVE'S NAME: Signature
alguature Signature
AUTHORIZED REPRESENTATIVE'S NAME (printed): Matthew Elder
AUTHORIZED REPRESENTATIVE'S TITLE: Vice President
NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000. \$100,000 (change effective June 3, 2019.)
This form shall not be modified.

#### Attachment A

This attachment shall be included as an extension to the Form of Proposal - Kentucky Department of Education, 2013, 702 KAR 4:160

## BASE BID ACCOUNTING BREAKDOWN:

Submit completed Breakdown within 1-hour of Bid submission.

	WORK	PRICE
1	Civil (sitework)	\$ 853,892,67
2	Landscape	\$ 343, 112,49
3	Structural	\$ 5,389,800-26
4	Architectural	\$ 7,800,044.58
5	Casework	\$ 339,950
6	Mechanical	s 1,799,000 —
7	Electrical	\$ 2,111,000
8	Fire Protection	s_189,200.
9	Plumbing	s 510,000=
	BASE BID GRAND TOTAL: (must equal Base Bid)	\$ <u>19,336,000</u> <del></del>
Α	Quantity of brick required for project  Brick Veneer #1: 183, 400  Brick Veneer #2: 19, 100	

#### Attachment B

This attachment shall be included as an extension to the Form of Proposal - Kentucky Department of Education, 2013, 702 KAR 4:160

#### **BIDDER'S POST-BID REPRESENTATIVE:**

Bids will be opened and read aloud via a Zoom Link provided by Bullitt County Public Schools to all Bidders. Bidder's will not be allowed to be physically present in the room where bids are read, however, a representative from each company must be present on site to answer Owner/Design Team Questions after the bids are opened. This representative must have a cell phone and access to the appropriate individuals to answer questions. The representative will be asked to join the Owner/Design Team in-person and a mask must be worn.

#### CONTACT INFORMATION

1	Representative's Name:	Matthew Elder
2	Representative's Company:	Redlee Construction & Development, Inc.
3	Representative's Cell Phone #:	502-639-3335
4,	Bidder Representative's email addres	s matthew@redleeconstruction.com

#### CONTRACTOR ACKNOWLEDGEMENT OF COMPLIANCE WITH KRS 45A.343

By signing below, Contractor or Subcontractor acknowledge that it has read KRS 45A.343. Contractor or Subcontractor fully understands the effect of nondisclosure or noncompliance for failure to reveal violations of certain KRS Chapters as listed in KRS 45A.343.

#### 2.3.7 Compliance with KRS Chapter 45A

- (a) All applicable provisions of KRS Chapter 45A regarding notice to and disclosure by contractors shall be complied with. Without limitation of the foregoing, every contract entered into by the Board shall require the contractor and all subcontractors performing work under the contract to:
  - (i) Reveal any final determinations as such term is used in KRS 45A.343 of a violation by the contractor or subcontractor within the previous five year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the contractor or subcontractor; and
  - (ii) Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the contractor or subcontractor for the duration of the contract.
- (b) A contractor's failure to reveal such a final determination of a violation by the contractor of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 or to comply with these statutes for the duration of the contract shall be grounds for the Board's:
  - (i) Cancellation of the contract; and
  - (ii) Disqualification of the contractor from eligibility for future contracts awarded by the Board for a period of two years.
- (c) A Subcontractor's failure to reveal such a final determination of a violation by the subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the disqualification of the subcontractor from eligibility for future contracts for a period of two years.

Contractor and or Subcontractor acknowledge that it has complied with the above requirements and have had the following violations as referenced above.

Nowe	
None	
Redlee Construction & Development, Inc.	11/4/20
Company Name	Date /// / / /
Matthew Elder	Mulliu Eldin
Contractor or Subcontractor (Print Name)	Contractor or Subcontractor (Signature)

Listing of Violations (Attached separate sheet if necessary) Write "None" if no violations.

FORM OF PROPOSAL - ATTACHMENT C
CONTRACTOR ACKNOWLEDGEMENT OF COMPLIANCE - 1

#### New 800-Student Elementary School Total Project

BG# 20-142

ska# 2019-50

4 November 2020

1:00 pm





		Adde	endum	BASE BID	Alternate	ternate Alternate	Alternate Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	Alternate	
BID PACKAGE 1	Bid Bond	1	2		No.1 Intercom and Master Clock Systems	No.2 Door Hardware	No.3 Fire Alarm System	No.4 Plumbing Equipment	No.5 Kitchen Equipment	No.6 40 kW Photovoltaic System	No.7 Extention of Right-of-Way	No.8 Yard Fire Hydrants	No.9 LED Monument Sign	TOTAL if All Aternates are Accepted EXCEPT Alternate No. 6
Redlee Construction and Development, Inc.	у	,у	у	\$19,336,000.00	\$28,890.00	\$0.00	\$0.00	\$400.00	\$0.00	\$ <del>99,173.0</del> 0	\$7,900.00	\$600.00	\$36,000.00	\$19,409,790.00
BID PACKAGE 2	Bid Bond	Adde	ldendum BA	BASE BID	Alternate									
		1	2	·	No.1 - Trane Controls			1141						
Johnson Controls	Y	Υ	Υ	\$320,000.00	\$0.00									\$320,000.00
BID PACKAGE 3	Bid Bond	Addendum		BASE BID										
		1	2											
Business Cabling Systems	Υ	Υ	Υ.	\$235,492.05	\$0.00									\$235,492.05
											Total Incl	usive of All Bi	d Packages:	\$19,965,282.05

# **A** A A Document A310" - 2010

#### **Bid Bond**

#### **CONTRACTOR:**

(Name, legal status and address)

Redlee Construction & Development 800 Stonegreek Parkway Louisville KY 40223

#### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America One Tower Square Hartford CT 06183

OWNER: Bullitt County Board of Education

(Name, legal status and address)

1040 Highway 44 E Shepherdsville, KY

BOND AMOUNT: \$ Five Percent of the Amount Bid.

PROJECT: Construction of new Elementary School (Name, location or address, and Project number, if any)

Mt. Washington, KY

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 4day of Nov.

, 2020.

(Witness)

Redlee Construction & Development Inc.

(Seal)

Travelers Casualty and Surety Company of America

(Seal)

(Title) Steve Simmons,



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Steve Simmons of Lexington, Kentucky, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.







State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attomeys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

4 day of

Nov., 2020.







Kevin E. Hughes, Assistant Secretary

#### INDEX TO SPECIFICATIONS

# New 800-Student Elementary School Bullitt County Public Schools BID PACKAGE 1: GENERAL CONSTRUCTION

Mt Washington KY 40047

#### INDEX TO SPECIFICATIONS – CONSTRUCTION

#### **VOLUME 1**

Invitation to Bid

Invitation to Bid – Attachment A – Bid Submission Instructions

Instructions to Bidders AIA A701 – 1997 – KDE

Supplemental Instructions to Bidders

**KDE Form of Proposal** 

Attachment A (Form of Proposal) – Base Bid Accounting Breakdown

Attachment B (Form of Proposal) - Post-Bid Contractor's Representative

Attachment C (Form of Proposal) – Contractor Acknowledgment of Compliance

**General Notes to Contractor** 

**Contractor Safety** 

Standard Form of Agreement Between Owner and Contractor AIA A101 – 2007 (Sample)

Terms of the Agreement Between Owner and Contractor

General Conditions of the Contract for Construction AIA A201 - 2007

Supplementary Conditions to General Conditions of the Contract for Construction

KDE Purchase Order Summary Form (Sample)

KDE Purchase Order Form (Sample)

KDE Version of Performance Bond & Payment Bond AIA A312 – 2010 (Samples)

Preface to the Geotechnical Report

Geotechnical Report

Preface to the Stormwater Pollution Prevention Plan

Stormwater Pollution Prevention Plan

Bullitt County Public Schools - New Construction & Renovation Design Guidelines

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01 05 00 - Field Engineering

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01 23 00 - Alternates

01 30 00 - Submittals

01 34 00 - Shop Drawings, Product Data, and Samples

01 40 00 - Quality Control

01 41 10 - Special Inspections

01 50 00 - Temporary Facilities

01 63 00 - Substitutions

01 70 00 - Contract Closeout

01 71 00 - Cleaning

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01 79 00 – Demonstration & Training

01 83 16 - Exterior Encloser Performance (BPT)

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08 44 13 – Glazed Aluminum Curtain Walls
08 51 13 – Aluminum Windows
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09 72 00 – Wall Coverings
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20 13 00 - Pipe, Pipe Fittings, & Pipe Support

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#### **SECTION 01 02 10 – ALLOWANCES**

#### **PART 1 GENERAL**

#### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.02 DESCRIPTION

- A. Related requirements specified elsewhere include, but not limited to:
  - 1. General Conditions, Article 3.8, Allowances
  - 2. Division 01 Section "Measurement and Payment"
  - 3. Division 01 Section "Submittals"
  - 4. Division 04 Section "Unit Masonry Assemblies"
- B. Designate in Schedule of Values separate item for cost allowances of the Work.
- C. Designate in Construction Schedule for delivery dates of Products.

#### 1.03 SCHEDULE OF ALLOWANCES

- A. Purchase product / material under allowance only as directed by Architect / Engineer.
- B. Include the following amounts in Base Bid for inclusion in Contract Sum.
  - 1. <u>Brick #1</u>: 8-inch modular face brick: Allow \$630.00 per 1,000 for face brick; coordinate with Division 04 Sections "Unit Masonry Assemblies. <u>Basis-of-Design:</u> Sioux City Brick (Adel), Red Colonial Iron Spot.
  - 2. <u>Brick #2</u>: 8-inch modular glazed face brick: Allow \$2,100.00 per 1,000 for face brick; coordinate with Division 04 Sections "Unit Masonry Assemblies. <u>Basis-of-Design:</u> Belden, Key West Glaze.
  - 3. <u>Site Electrical and Communication Utility Connections:</u> Allow \$20,000 for tap and easement fees as required by the local utilities. Refer to Site Utilities Plan UE1.0 and utilize amount for existing electrical connection fees.
  - 4. <u>Haul Away of Unsuitable Materials from Existing Stockpile:</u> Allow \$50,000 for haul away of unsuitable materials from existing stockpile. Allowance price shall be adjusted by Unit Price #1.
  - 5. <u>Soil Stabilization for Building and Paved Areas:</u> Allow \$200,000 for undercut and refill due to soft soils at building and new pavement. Allowance price shall be adjusted by Unit Price #2.

- C. Amount of allowance includes:
  - 1. Net cost of product.
  - 2. Delivery to the Project Site.
  - 3. All applicable taxes.
- D. Unless otherwise noted, include in the Allowance amount the Contractors cost for the following:
  - 1. Handling at Project Site, including unloading, uncrating and storage.
  - 2. Protection from elements from damage, including any packaging.
  - 3. Labor, installation and finishing.
  - 4. Other expenses (i.e. testing, adjusting and balancing) required to complete installation.
  - 5. Overhead and profit.
- E. The use of Allowance money must be approved by the Bullitt County Public Schools before work can proceed.

#### 1.04 DELIVERY

A. Contractor shall be responsible to arrange for delivery, unloading, and prompt inspection of product for damage for defects and submission of claims for transportation damage.

#### 1.05 INSTALLATION

A. Comply with referenced Specification Section requirements.

#### 1.06 ADJUSTMENT OF CASH ALLOWANCE

A. Adjustments shall only be by Change Order in accordance with the General Conditions, Article 3.8, subparagraph 3.8.2.3.

#### PART 2 PRODUCTS (not applicable)

#### PART 3 EXECUTION (not applicable)

**END OF SECTION 01 02 10** 

# ACORD

### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 11/6/2020

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.

	DUCER			CONTACT NAME:				
Energy Insurance Agency, Inc. P O Box 55268				PHONE (A/C, No, Ext): (859)	273-1549	FAX (A/C,	No): (859)	272-0075
	ington, KY 40555			E-MAIL ADDRESS: eia@ene	ergyinsageı	ncy.com		
				IN:	SURER(S) AFFO	RDING COVERAGE		NAIC#
				INSURER A : Grange	Mutual Ca	sualty Co		14060
NSU	JRED	_		INSURER B : Kentuck	y Associate	d General Contractor	rs (AGC)	
	Redlee Construction & Deve 800 Stone Creek Parkway	lopment	, Inc.	INSURER C:				
	Suite 5A			INSURER D :				
	Louisville, KY 40223			INSURER E :				
				INSURER F:				
0:	VERAGES CER	TIFICAT	E NUMBER:			<b>REVISION NUMBER</b>	₹:	
E)	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY RIERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIREM PERTAIN POLICIES	IENT, TERM OR CONDITION , THE INSURANCE AFFORD . LIMITS SHOWN MAY HAVE !	I OF ANY CONTRA DED BY THE POLIC BEEN REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS	R DOCUMENT WITH RE	SPECT TO	WHICH THIS
ISR TR	TYPE OF INSURANCE	ADDL SUBI	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
Α	CLAIMS-MADE X OCCUR		CPP2796133	11/21/2019	11/21/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence	\$	1,000,00
						MED EXP (Any one person		10,00
						PERSONAL & ADV INJUR		1,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,00
	X POLICY X PRO-					PRODUCTS - COMP/OP A	GG \$	2,000,00 50,00
Α	OTHER: AUTOMOBILE LIABILITY				,	COMBINED SINGLE LIMIT (Ea accident)	1.0	1,000,00
	X ANY AUTO		CA 2796134	11/21/2019	11/21/2020			
	OWNED SCHEDULED AUTOS ONLY AUTOS		0.12.00101	11/21/2010	11/21/2020	BODILY INJURY (Per pers		***************************************
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					BODILY INJURY (Per accided PROPERTY DAMAGE (Per accident)	\$	
A	X UMBRELLA LIAB X OCCUR						\$	5,000,00
_		CUP2796135	11/21/2019	11/21/2020	EACH OCCURRENCE	\$	5,000,00	
			001 27 30 103	11/21/2013	11/21/2020	AGGREGATE	\$	3,000,00
В	DED RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A 020,243			X PER OT STATUTE	\$ H-		
	ANY PROPRIETOR/PARTNER/EYECUTIVE		020243	1/1/2020	1/1/2021	E.L. EACH ACCIDENT	\$	4,000,00
						E.L. DISEASE - EA EMPLO	YEE \$	4,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LI	міт \$	4,000,00
A Equipment Floater			CPP2796133	į.		Installation		10,00
A	Equipment Floater		CPP2796133	11/21/2019	11/21/2020	Leased/Rented		250,00
roje	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL ect: New 800-Student Elementary Scho	es (ACORI	D 101, Additional Remarks Schedule Ien Wing Road, Mt Washing	e, may be attached if mor ton 40047	e space is requir	red)		

**CERTIFICATE HOLDER** 

**Bullitt County Public Schools** 1040 HWY KY 44 East Shepherdsville, KY 40165

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

lestile Cain