

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 *ABH*
DATE: November 6, 2020
RE: New 800 Student Elementary School
Bid Package #3 – Technology, BG 20-142

The bid opening was held on November 4, 2020 at 1:00 p.m. with four bidders submitting bids. The lowest base bid for Technology package #3 was submitted by Business Cabling Systems, LLC in the amount of \$235,492.05.

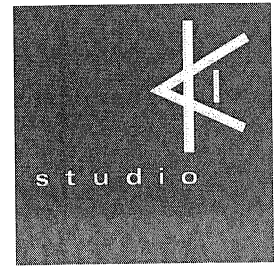
At this time, I am asking the Boards' approval to enter into a contract with Business Cabling Systems, LLC in the amount of \$235,492.05

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

Attachments:

- Memo of Recommendation: Cate Ward, SKA Architects
- Business Cabling Systems, LLC Contract
- Bid Documents
- Bid Tabulation Sheet

Kevin B. Sipton



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 #3 - Technology
BG# 20-142
ska# 2019-50

Dear Dr. Bacon:

On November 6, 2020, four (4) bids were received for the above-referenced project. Business Cabling Systems, LLC of Louisville, Kentucky submitted the lowest Base Bid amount of Two Hundred Thirty-Five Thousand, Four Hundred Ninety-Two Dollars and Five Cents (\$235,492.05).

After the bids were opened, the unit prices were reviewed and mutually agreed upon. The supplier and manufacturer list and bid bond cashier's check were reviewed and found to be acceptable.

There were no Alternates included in the Contract Documents.

We, therefore, recommend that a contract is awarded to Business Cabling Systems, LLC in the amount of Two Hundred Thirty-Five Thousand, Four Hundred Ninety-Two Dollars and Five Cents (\$235,492.05).

Sincerely,
Studio Kremer Architects

Cate Noble Ward | AIA

enclosures
final Bid Tabulation form
Form of Proposal submitted by Business Cabling Systems, LLC

BG# 20-142
ska# 2019-50

[illegible]

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



KENTUCKY DEPARTMENT OF
EDUCATION
Every Child Proficient and Prepared for SUCCESS

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 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 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)
Business Cabling Systems, LLC
6812 Woodrow Way
Louisville, KY 40228
Telephone Number (502) 553-7104

for the following Project:
(Name, location and detailed description)
New 800-Student Elementary School - Technology
Golden Wing Road, Mt Washington 40047

The project involves the installation of the technology and audio/visual systems for a new 800-student elementary school. Work will run concurrent with two other Bid Packages: Bid Package #1 – General Construction and Bid Package #2 – Building Automation Temperature Control.

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.

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TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (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 explicitly modified by Change Order.

Portion of Work	Substantial Completion Date
Entire Work of the Contract	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 One Hundred Four Thousand, Eight Hundred Forty-Three Dollars and Two Cents. (\$ 104,843.02), 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	\$ 235,492.05
Sum of Accepted Alternates	\$ 0.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 235,492.05
Sum of Owner's direct Purchase Orders	\$ 130,649.03
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 104,843.02

Init.

§ 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.)

N/A

Number	Item Description	Amount
Total of Alternates		

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable. Either list unit prices here or refer to an exhibit attached to this Agreement.)

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:

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

N/A

Item	Price
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Init.

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™-2007, General Conditions of the Contract for Construction — KDE Version;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of TEN percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007 — KDE Version.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 — KDE Version requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007 — KDE Version.

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

When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.

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.)

§ 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.)

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)

Paul Hutchison, President
Business Cabling Systems, LLC
6812 Woodrow Way
Louisville, KY 40228

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.)

Document	Title	Date	Pages
Div. 0 Specifications	Bidding and Contract Provisions	October 14, 2020	10
Div. 1 Specifications	General Requirements	October 14, 2020	9

§ 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
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Init.

§ 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
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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
Addendum No.1	October 22, 2020	10
Addendum No.2	October 29, 2020	9

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:

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)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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BG No. 20-142

Date: 11/04/2020 To: (Owner): **Bullitt County Public Schools**

Project Name: **New 800-Student Elementary School**

Bid Package No. **3**

Technology

City, County:

Name of Contractor:

BUSINESS CAbLING Systems, LLC

Mailing Address:

6812 Woodrow Way Louisville, Kentucky 40228

Business Address: SAME

Telephone: (502) 553-7104

Fax: (502) 409-5694

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, 2 (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:

\$ 235,492.05

Use Figures

Two hundred & thirty five thousand

four hundred & ninety two

Use Words

Dollars & five Cents

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
None.				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

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

LIST OF PROPOSED SUBCONTRACTORS:

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

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

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

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

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

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the contractor)
1.	Local Sound and AV	Entertainment Industry Services
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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.

	<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.	Data Voice Cabling	Eckart Supply	Hitachi
2.	Fiber Optic Cabling	Eckart Supply	Hitachi
3.	Patch Panels	Eckart Supply	Hellerman/Tyton
4.	Racks (2-post)	Eckart Supply	Chatsworth
5.	Terminations (faceplates and jacks)	Eckart Supply	Hellerman/Tyton
6.	Low Voltage Multi Pair Cabling	Eckart Supply	Hitachi
7.	Low Voltage Audio/Visual Cabling	Eckart Supply	Hitachi
8.	Telco Closet Cable Runway	Eckart Supply	Chatsworth
9.			
10.			

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.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u>
1.	CAT 6E, installed (assumes pathway provided by electrical contractor in separate bid)	\$0.92 per foot	L.F.
2.	CAT 6E outdoor/underground cable, installed (assumes pathway provided by electrical contractor in separate bid)	\$ 1.12 per foot	L.F.
3.	Armored or Innerduct installed (indicate one) 50 micron core OM3 fiber, installed (this contractor will provide the innerduct if used)	\$ 5.50 per foot	L.F.
4.	CAT 6A, installed (assumes pathway provided by electrical contractor in separate bid)	\$ 1.12 per foot	L.F.
5.	LV Speaker Cabling	\$ 0.92 per foot	L.F.
6.	LV Input/Microphone Cabling	\$ 0.92 per foot	L.F.
7.			
8.			
9.			
10.			

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.			
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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.			
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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: Business Cabling Systems, LLC

AUTHORIZED REPRESENTATIVE'S NAME: Paul Hutchison
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): PAUL HUTCHISON

AUTHORIZED REPRESENTATIVE'S TITLE: 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

BIDDER'S POST-BID REPRESENTATIVE:

Bids will be opened and read aloud via an Online Link provided 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: Paul Hutchison
- 2 Representative's Company: Business Cabling Systems, LLC
- 3 Representative's Cell Phone #: 502-553-7104

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.

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

None

Business Cabling Systems, LLC
Company Name

11/04/2020
Date

Paul Hutchison
Contractor or Subcontractor (Print Name)

Paul Hutchison
Contractor or Subcontractor (Signature)

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.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u>
1.	CAT 6E, installed (assumes pathway provided by electrical contractor in separate bid)	\$0.92 per foot	L.F.
2.	CAT 6E outdoor/underground cable, installed (assumes pathway provided by electrical contractor in separate bid)	\$ 1.12 per foot	L.F.
3.	Armored or Innerduct installed (indicate one) 50 micron core OM3 fiber, installed (this contractor will provide the innerduct if used)	\$ 5.50 per foot	L.F.
4.	CAT 6A, installed (assumes pathway provided by electrical contractor in separate bid)	\$ 1.12 per foot	L.F.
5.	LV Speaker Cabling	\$ 0.92 per foot	L.F.
6.	LV Input/Microphone Cabling	\$ 0.92 per foot	L.F.
7.			
8.			
9.			
10.			

INDEX TO SPECIFICATIONS

New 800-Student Elementary School Bullitt County Public Schools BID PACKAGE 3: TECHNOLOGY

Mt Washington KY 40047

INDEX TO SPECIFICATIONS – CONSTRUCTION

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*) – Post-Bid Contractor's Representative
Attachment B (*Form of Proposal*) – Contractor Acknowledgment of Compliance
Bullitt County Public Schools - Technology Package Scoring Rubric
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)
Bullitt County Public Schools - New Construction & Renovation Design Guidelines

DIVISION 01 – GENERAL REQUIREMENTS

Section 01 01 10 – Summary of the Work
01 02 50 – Measurement and Payment
01 04 00 – Project Coordination
01 17 00 – Storage, Protection, & Safety
01 20 00 – Project Meetings
01 30 00 – Submittals
01 34 00 – Shop Drawings, Product Data, and Samples
01 40 00 – Quality Control
01 50 00 – Temporary Facilities
01 63 00 – Substitutions
01 70 00 – Contract Closeout
01 73 29 – Cutting & Patching
01 78 00 – Project Record Documents
01 79 00 – Demonstration & Training

DIVISION 26 – ELECTRICAL

- Section 26 05 00 – General Provisions
 26 05 01 – Scope of the Electrical Work
 26 05 02 – Shop Drawings, Literature, Manuals, Parts Lists, and Special Tools
 26 05 05 – Coordination among Trades, Systems Interfacing and Connection of
 Equipment Furnished by Others

DIVISION 27 – COMMUNICATION

- Section 27 06 10 – Data/Voice System
 27 08 00 – Sound Systems

END OF INDEX

Bullitt County Public Schools

New 800-Student Elementary School

Mt Washington, KY 40047

BID PACKAGE 3: TECHNOLOGY

ska# 2019-50

BG# 20-142

LIST OF DRAWINGS:

T0.0	COVER SHEET
T1.0	ELECTRICAL LEGEND
T1.1A	UPPER LEVEL - AREA "A" - TECHNOLOGY
T1.1B	UPPER LEVEL - AREA "B" - TECHNOLOGY
T1.1C	UPPER LEVEL - AREA "C" - TECHNOLOGY
T1.1D	UPPER LEVEL - AREA "D" - TECHNOLOGY
T1.1E	UPPER LEVEL - AREA "E" - TECHNOLOGY
T1.2C	LOWER LEVEL - AREA "C" - TECHNOLOGY
T1.2D	LOWER LEVEL - AREA "D" - TECHNOLOGY
T1.2E	LOWER LEVEL - AREA "E" - TECHNOLOGY
T2.0	ELECTRICAL TECHNOLOGY DETAILS
T2.1	ELECTRICAL TECHNOLOGY DETAILS

Cashiers Check 186731

DATE: 11/04/2020

REMITTER: BUSINESS CABLING SYSTEMS, LLC

Payee: BULLITT COUNTY PUBLIC SCHOOLS

BRANCH: 405
ORIGINATOR: B12KATHRYN
TIME: 11:40 AM
CK AMT: \$11,774.60
FEE AMT: \$2.00

TOTAL: \$11,776.60

Comment: 800 BUILDING BID PACKAGE 3

NON-NEGOTIABLE

Cashiers Check



REMITTER: BUSINESS CABLING SYSTEMS, LLC
Comment: 800 BUILDING BID PACKAGE 3

186731

Date: 11/04/2020
Branch: 405

*****EXACTLY *11,774 AND 60/100 DOLLARS*****

PAY TO THE ORDER OF
BULLITT COUNTY PUBLIC SCHOOLS

\$11,774.60

Kathryn A. Pierce
Shirley Wolfelt
Two Authorized Signatures Required

⑈ 186731 ⑈ ⑆ 083000726 ⑆ 80713 ⑈