

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 Seventeenth day of May
in the year Two Thousand Twenty One
(In words, indicate day, month and year.)

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

and the Contractor:
(Name, legal status, address and other information)
Knight Electric, Inc.
286 Farmers Drive
Russellville, KY 42276

for the following Project:
(Name, location and detailed description)
Henderson County High School Softball Lighting Replacement
2424 Zion Road, Henderson, Kentucky

Labor and costs associated with the installation of material supplied by other
(precast concrete, pole foundations, poles, and light arrays) as well as new electrical
panel, wiring and miscellaneous items for a complete installation.

The Architect:
(Name, legal status, address and other information)
RBS Design Group, PSC
723 Harvard Drive
Owensboro, KY 42301

The Owner and Contractor agree as follows.



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

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

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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.)

See Attached Section 00520

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

Not Applicable

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

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)
 See Attached Section 00520

[illegible]

, 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 Five Hundred Dollars and Zero Cents (\$500.00) (\$ 500.00), 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 Sixty Two Thousand Seven Hundred Dollars and Zero Cents (\$62,700.00), subject to additions and deductions as provided in the Contract Documents.

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

	Amount
Base Bid	\$ 62,700.00
Sum of Accepted Alternates	\$ 0.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 62,700.00
Sum of Owner's direct Purchase Orders	\$ 0.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 62,700.00

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires. Either list alternates here or refer to an exhibit attached to this Agreement.)

Not Applicable

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.)

Not Applicable

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.)

Not Applicable

Item	Price
------	-------

Init.

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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

See Section 1290 - 1.4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the following 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.)

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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.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 the Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 — KDE Version, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007 — KDE Version, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007 — KDE Version
- ☒ Litigation in a court of competent jurisdiction where the Project is located
- ☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007 — KDE Version.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007 — KDE Version.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 — KDE Version or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Prime interest rate at the Owner's bank.

§ 8.3 The Owner's representative:
(Name, address and other information)
Steve Steiner/Billy Austill
Henderson County Schools
1805 Second Street
Henderson, KY 42420

§ 8.4 The Contractor's representative:
(Name, address and other information)
Ricky Thurston
Knight Electric, Inc.
286 Farmers Drive
Russellville, KY

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor — KDE Version.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction — KDE Version.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)

See Attached Section 00010 - PROJECT MANUAL INDEX

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

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

See Attached Section 00010 - PROJECT MANUAL INDEX

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

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

See Attached Section 00015 - Drawing Index

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

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

Number	Date	Pages
One	5/4/2021	Thirty-three (33)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

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.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 — KDE Version provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

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

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007 – KDE Version.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007 – KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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

OWNER (Signature)

Dr. Bob Lawson, Superintendent

(Printed name and title)

CONTRACTOR (Signature)

Richy Thruston, President

(Printed name and title)

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SECTION 00010 - PROJECT MANUAL INDEX

Section 00001	TITLE SHEET	1
Section 00010	MANUAL INDEX	2
Section 00015	DRAWING INDEX.....	1

**DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND
CONDITIONS OF THE CONTRACT**

Section 00100	INVITATION TO BID	2
Section 00200	INSTRUCTIONS TO BIDDERS	9
Section 00220	SUPPLEMENTAL INSTRUCTIONS TO BIDDERS	1
Section 00230	CERTIFICATE OF PRODUCT COMPLIANCE FOR PROPOSED SUBSTITUTED PRODUCTS	1
Section 00410	FORM OF PROPOSAL.....	11
Section 00440	BID BOND	1
Section 00450	REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS	1
Section 00500	STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR	10
Section 00520	SUPPLEMENT TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER/CONTRACTOR.....	1
Section 00610	PERFORMANCE AND PAYMENT BONDS	8
Section 00620	APPLICATION FOR PAYMENT	1
Section 00621	CONTINUATION SHEET FORM	1
Section 00625	AFFIDAVIT OF ASSURANCES	1
Section 00626	CERTIFICATE OF INSURANCE	1
Section 00627	SUPPLEMENTAL ATTACHMENT FOR CERTIFICATE OF INSURANCE	1
Section 00630	CERTIFICATE OF SUBSTANTIAL COMPLETION.....	1
Section 00641	CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS	1
Section 00642	CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS	1
Section 00643	CONSENT OF SURETY TO FINAL PAYMENT	1
Section 00644	CONSENT OF SURETY TO REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE	1
Section 00700	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.....	41
Section 00820	SUPPLEMENTAL CONDITIONS	3
Section 00900	CHANGE ORDER FORM	1
Section 00901	CONTRACT CHANGE ORDER SUPPLEMENTAL INFORMATION FORM	3
Section 00902	CHANGE DIRECTIVE FORM	1
Section 00903	ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS FORM	1

DIVISION 1 - GENERAL REQUIREMENTS

Section 01100	SUMMARY	2
Section 01140	WORK RESTRICTIONS	2
Section 01140A	GAME SCHEDULES.....	3
Section 01250	CONTRACT MODIFICATION PROCEDURES.....	2
Section 01290	PAYMENT PROCEDURES	4
Section 01310	PROJECT MANAGEMENT AND COORDINATION	5
Section 01320	CONSTRUCTION PROGRESS DOCUMENTATION	5
Section 01330	SUBMITTAL PROCEDURES.....	9
Section 01400	QUALITY REQUIREMENTS.....	5
Section 01420	REFERENCES	3
Section 01600	PRODUCT REQUIREMENTS	6
Section 01601	SUBSTITUTION REQUEST FORM	2
Section 01700	EXECUTION REQUIREMENTS.....	5
Section 01731	CUTTING AND PATCHING	4
Section 01732	SELECTIVE DEMOLITION	6
Section 01770	CLOSEOUT PROCEDURES.....	7

DIVISIONS 2 - 15 : Not applicable to this project.

DIVISION 16 - ELECTRICAL

Section 16000	DESCRIPTION OF WORK	1
Section 16006	DEMOLITION	1
Section 16008	EXCAVATION	1
Section 16010	BASIC ELECTRICAL REQUIREMENTS	6
Section 16100	BASIC MATERIALS & METHODS	5
Section 16160D	CONTRACTORS	2
Section 16170	SWITCHES	1
Section 16400	ELECTRICAL SERVICE SYSTEM.....	2
Section 16500	LED LIGHTING SYSTEM.....	7

END OF SECTION 00010

SECTION 00015 – DRAWING INDEX

<u>Sheet No.</u>	<u>Sheet Title</u>
T1.1	Title Sheet
G1.1	Site Plan
E1.1	Softball Lighting Plan

END OF SECTION 00015

**SECTION 00520 - SUPPLEMENT TO THE STANDARD FORM OF AGREEMENT
BETWEEN OWNER/CONTRACTOR****1. GENERAL**

The following supplements shall modify, delete, and/or add to the Standard Form of Agreement between the Owner and Contractor. Where any article, paragraph or subparagraph is supplemented by one of the following paragraphs, the provisions of such articles, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph or subparagraph is amended, voided, or superseded by any of the following paragraphs, the provisions of such articles, paragraph or subparagraph not so amended, voided, or superseded shall remain in effect.

2. CONTRACT AGREEMENT:**2.1. ARTICLE NO. 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION, Paragraph 3.3: Add the following:**

The date of commencement shall be the date of the contract.

Contractors shall have two weeks to submit shop drawings. After approval of submittals, contractor shall have six to eight weeks for delivery of materials.

All on site work shall start on May 20, 2021 and be substantially completed by May 26, 2021. If work shall start after May 28, 2021, then work shall be substantially completed by June 21, 2021.

Contractors shall work around Home games indicated in softball schedules listed in Section 01140A. Replacement of light arrays may have to be done one at a time in order for matches to take place.

2.5 ARTICLE NO. 3 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

Paragraph 3.3: Modify to include the amount of liquidated damages as follows:

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 \$ 500.00, 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.

END OF SECTION 00520

HENDERSON COUNTY SCHOOLS
SOFTBALL LIGHTING REPLACEMENT
HENDERSON, KENTUCKY

BG No. 21-073Date: 5-11-2021 To: (Owner) Henderson County SchoolsProject Name: Henderson County High School Softball Lighting Replacement Bid Package No. 02 (Labor/Install)City, County: Henderson, HendersonName of Contractor: Knight Electric, Inc.Mailing Address: P.O. Box 426, Russellville, KY 42276Business Address: 286 Farmers Drive, Russellville, KY 42276 Telephone: 270-726-7910

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum 1 (Insert the addendum numbers received or the word "none" if no addendum received.)

BASE BID: For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

\$62,700.00

Use Figures

SIXTY TWO THOUSAND, SEVEN HUNDRED Dollars & NO Cents

Use Words

Use Words

ALTERNATE BIDS: (If applicable and denoted in the Bidding Documents)

For omission from or addition to those items, services, or construction specified in Bidding Documents by alternate number, the following lump sum price will be added or deducted from the base bid.

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid
Alt. Bid No. 1	N/A	N/A	N/A	<input type="checkbox"/>
Alt. Bid No. 2	N/A	N/A	N/A	<input type="checkbox"/>
Alt. Bid No. 3	N/A	N/A	N/A	<input type="checkbox"/>
Alt. Bid No. 4	N/A	N/A	N/A	<input type="checkbox"/>
Alt. Bid No. 5	N/A	N/A	N/A	<input type="checkbox"/>
Alt. Bid No. 6	N/A	N/A	N/A	<input type="checkbox"/>
Alt. Bid No. 7	N/A	N/A	N/A	<input type="checkbox"/>
Alt. Bid No. 8	N/A	N/A	N/A	<input type="checkbox"/>
Alt. Bid No. 9	N/A	N/A	N/A	<input type="checkbox"/>
Alt. Bid No. 10	N/A	N/A	N/A	<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.

HENDERSON COUNTY SCHOOLS
SOFTBALL LIGHTING REPLACEMENT
HENDERSON, KENTUCKY

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.	n/a	N/A
2.		
3.		
4.		
5.		
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17.		

HENDERSON COUNTY SCHOOLS
SOFTBALL LIGHTING REPLACEMENT
HENDERSON, KENTUCKY

11/23/20

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the Contractor)
18.	N/A	N/A
19.		
20.		
21.		
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HENDERSON COUNTY SCHOOLS
SOFTBALL LIGHTING REPLACEMENT
HENDERSON, KENTUCKY

LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:

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

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

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

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

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	n/a	N/A	N/A
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

HENDERSON COUNTY SCHOOLS
SOFTBALL LIGHTING REPLACEMENT
HENDERSON, KENTUCKY

11/23/20

	<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)
19.	N/A	N/A	N/A
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
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HENDERSON COUNTY SCHOOLS
SOFTBALL LIGHTING REPLACEMENT
HENDERSON, KENTUCKY

UNIT PRICES:

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

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

The bidder shall submit the list of unit prices within one (1) hour of the bid.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
1.	n/a	N/A	N/A
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			

HENDERSON COUNTY SCHOOLS
SOFTBALL LIGHTING REPLACEMENT
HENDERSON, KENTUCKY

11/23/20

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
20.	N/A	N/A	N/A
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			
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39.			
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HENDERSON COUNTY SCHOOLS
SOFTBALL LIGHTING REPLACEMENT
HENDERSON, KENTUCKY

11/23/20

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.	Direct Purchase Orders do not apply.	N/A	N/A
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
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18.			
19.			

HENDERSON COUNTY SCHOOLS
SOFTBALL LIGHTING REPLACEMENT
HENDERSON, KENTUCKY

11/23/20

	<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.	N/A	N/A	N/A
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			
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41.			
42.			
43.			
44.			

HENDERSON COUNTY SCHOOLS
SOFTBALL LIGHTING REPLACEMENT
HENDERSON, KENTUCKY

11/23/20

	<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.	N/A	N/A	N/A
46.			
47.			
48.			
49.			
50.			

HENDERSON COUNTY SCHOOLS
SOFTBALL LIGHTING REPLACEMENT
HENDERSON, KENTUCKY

11/23/20

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: Knight Electric, Inc.

AUTHORIZED REPRESENTATIVE'S NAME: 
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): Ricky Thurston

AUTHORIZED REPRESENTATIVE'S TITLE: President

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

This form shall not be modified.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Knight Electric, Inc.

286 Farmers Drive, P. O. Box 426, Russellville, KY 42276

as Principal, hereinafter called the Principal, and Granite Re, Inc.

14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of MN

as Surety, hereinafter called the Surety, are held and firmly bound unto Henderson County Schools

1805 Second Street, Henderson, KY 42420

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Henderson County Schools Softball Lighting Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 11th day of May, 2021

Summer-Lyn Hargrave
(Witness)

Knight Electric, Inc.

(Principal)

(Seal)

By:

Ricky Thurston

President
(Title)



Dulcie Davis
(Witness)

Granite Re, Inc.

(Surety)

(Seal)

By:

Candace Plybon
Attorney-in-Fact Candace Plybon

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

CHARLES G. PEDEN; CAROL B. HAMBY; DEBORAH K. DAVIS; CANDACE PLYBON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

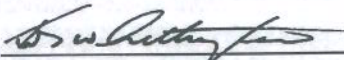
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

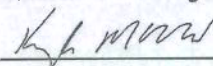
CHARLES G. PEDEN; CAROL B. HAMBY; DEBORAH K. DAVIS; CANDACE PLYBON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



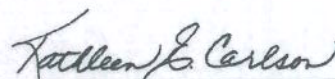

Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257




Notary Public

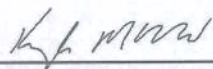
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
11 day of May, 2021.




Kyle P. McDonald, Secretary/Treasurer

Solicitation/Contract #: BG # 21-073

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.


Signature

Ricky Thurston

Printed Name

President

5-11-2021

Title

Date

Company Name

Knight Electric, Inc.

Address

P.O. Box 426

286 Farmers Drive

Russellville, KY 42276

Subscribed and sworn to before me by

Ricky Thurston
(Affiant)

President
(Title)

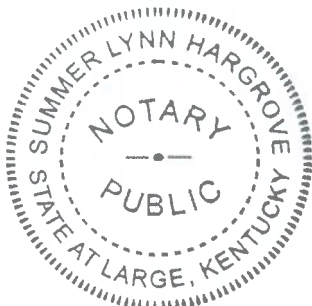
of Knight Electric, Inc.
(Company Name)

this 11th day of May, 2021.


Notary Public

[seal of notary]

My commission expires: 8-11-2024



SECTION 00450



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

Case Number: BG # 21-073
Project Name: Henderson County Schools Softball Lighting Replacement
City/County: Henderson, Henderson

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

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

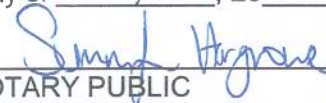
This the 11th day of May, 20 21.



CONTRACTOR, OWNER OR OWNER'S AGENT

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

Ricky Thurston, Applicant, on this the 11th day of May, 20 21.



NOTARY PUBLIC
KENTUCKY STATE AT LARGE



MY COMMISSION EXPIRES August 11th, 20 24

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



SECTION 00625