

DATE:

7/26/2021

AGENDA ITEM (ACTION ITEM):

Consider / Approve the Bid Award with Morel Construction for the Beechgrove Elementary Addition and Renovations Project (BG 21-140) with Morel Construction Company, LLC and associated Kentucky Department of Education AIA (American Institute of Architects) Contract.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board; 04.31 Authority to Encumber and Expend Funds: 702 KAR 4:160

HISTORY/BACKGROUND:

Beechgrove Elementary is in need of additional space and some renovations to existing spaces. The original BG-1 (Buildings and Grounds) Construction Application was approved by the Kenton County Board of Education on December 7, 2020. Bids were opened and read on Wednesday, June 23, 2021 for the Beechgrove Elementary Addition and Renovations Project. Six (6) bids were received: Morel Construction Company, Ashley Construction, Graybach, Schrudde & Zimmerman, Century Construction, and Radius Construction. Morel was the lowest base bid including Bid Alternates 2, 4, 6, 7, and 8.

FISCAL/BUDGETARY IMPACT:

\$4,556,000.00

RECOMMENDATION:

Approve the Bid Award with Morel Construction for the Beechgrove Elementary Addition and Renovations Project (BG 21-140) with Morel Construction Company, LLC and associated Kentucky Department of Education AIA (American Institute of Architects) Contract.

CONTACT PERSON:

Rob Haney, Chief Operations Officer

Principal/Administrator

Rob Haney

District Administrator

[Signature]

Superintendent



PCA ARCHITECTURE

2021.07.12

Dr. Henry Webb, Superintendent of Schools
The Kenton County School District
1055 Eaton Drive
Ft. Wright, KY 41017

Re: BG. No. 21-140
Beechgrove Elementary Addition and Renovations
Bid Recommendation

Dear Dr. Webb:

On Wednesday, June 30, 2021, bids were received for the Beechgrove Elementary Addition and Renovations project. The following six base bids were received:

Morel Construction Co., LLC	\$ 4,532,000.00
Ashley Construction, Inc.	\$ 4,635,506.00
Greybach, LLC.	\$ 4,724,400.00
Schrudde & Zimmerman, Inc.	\$ 4,821,000.00
Century Construction, Inc.	\$ 4,985,000.00
Radius Construction Company, Inc.	\$ 5,149,936.00

We also received alternate bids for the following items:

Alternate No. 1: Kitchen upgrades (including new serving lines and rerouted power)

Alternate No. 2: Convert Schneider-Electric EcoStruxure [HVAC] controls to Tridium Niagara 4

Alternate No. 3 (Contingent on Alternate No. 1): Provide kitchen new kitchen pass-thru warming cabinet and refrigerator

Alternate No. 4: Install ½" laminated glass at designated locations as part of security upgrades

Alternate No. 5: Install insulated wood fiber decking in lieu of acoustic metal deck

Alternate No. 6 (Contingent on Alternate No. 2): Preferred HVAC Controls Manufacturer

.....
1881 DIXIE HIGHWAY, SUITE 130 | FORT WRIGHT, KY 41011
T: 859.431.8612 | WWW.PCA-ARCH.COM

Alternate No. 7: ESS Warranty. All devices that are removed, relocated, or modified in any way, shall be included in the Alternate warranty

Alternate No. 8 (Preferred HVAC Controls Manufacturer for Base Bid): Preferred HVAC Controls Manufacturer (If Alternate 2 is not accepted)

Alternate No. 9: Preferred Door Hardware Manufacturers

We at PCA agree with KCSD's internal assessment and selection of alternates as follows:

Alternate No. 1	Declined
Alternate No. 2	Accepted
Alternate No. 3	Declined
Alternate No. 4	Accepted
Alternate No. 5	Declined
Alternate No. 6	Accepted
Alternate No. 7	Accepted
Alternate No. 8	Accepted
Alternate No. 9	Declined


An internal meeting by KCDS was conducted Tuesday, July 6, 2021, to review the completeness of Morel Construction's apparent low bid. The design team also conducted a review of Morel's bid and believes the bid to be complete and in full compliance with the requirements of the bidding documents.

Alternate prices submitted by Morel Construction for accepted alternates are as follows:

Alternate No. 2	\$ 21,000.00
Alternate No. 4	\$ 3,000.00
Alternate No. 6	no cost
Alternate No. 7	no cost
Alternate No. 8	no cost

We recommend accepting the low base bid from Morel Construction Co., LLC including aforementioned alternates for a total contract value of **\$4,556,000.00**.

Sincerely,



Nathan Myers, NCARB

PCA ARCHITECTURE ^{PSC}

Enclosed: Bid Tabulation

**THE KENTON COUNTY SCHOOL DISTRICT
BEECHGROVE ELEMENTARY ADDITION & RENOVATION (BG 21-140)
BID TABULATION**

BID (60 points Possible)								
Bidder	Base Bid	Alternate #2	Alternate #4	Alternate #6	Alternate #7	Alternate #8	Total with Selected Alternates	Points Awarded
Ashley Construction	\$ 4,635,506.00	\$ 22,722.00	\$ 4,956.00	\$ -	\$ -	\$ -	\$ 4,663,184.00	58.6
Graybach, LLC	\$ 4,724,400.00	\$ 19,500.00	\$ 900.00	\$ -	\$ 5,250.00	\$ -	\$ 4,750,050.00	57.4
Morel Construction	\$ 4,532,000.00	\$ 21,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 4,556,000.00	60.0
Schrudde & Zimmerman, Inc.	\$ 4,821,000.00	\$ 20,500.00	\$ 900.00	\$ -	\$ -	\$ -	\$ 4,842,400.00	56.2

FIRM EXPERIENCE & QUALIFICATIONS (15 Points Possible)				
	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score
Ashley Construction	9	9	9	9.0
Graybach, LLC	14	12	14	13.3
Morel Construction	15	13	14	14.0
Schrudde & Zimmerman	10	13	14	12.3
BUSINESS PRACTICE (10 Points Possible)				
	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score
Ashley Construction	10	9	10	9.7
Graybach, LLC	10	9	10	9.7
Morel Construction	9	9	10	9.3
Schrudde & Zimmerman	10	8	10	9.3
REFERENCES (15 Points Possible)				
	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score
Ashley Construction	13	12	12	12.3
Graybach, LLC	13	12	13	12.7
Morel Construction	14	13	14	13.7
Schrudde & Zimmerman	14	13	13	13.3

TOTALS (100 Points Possible)					
	BID	FIRM EXPERIENCE & QUALIFICATIONS	BUSINESS PRACTICE	REFERENCES	TOTAL POINTS
Ashley Construction	58.6	9.0	9.7	12.3	89.6
Graybach, LLC	57.4	13.3	9.7	12.7	93.1
Morel Construction	60.0	14.0	9.3	13.7	97.0
Schrudde & Zimmerman, Inc.	56.2	12.3	9.3	13.3	91.1

= Best Overall Evaluated Bidder

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 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 Second day of August
in the year Two thousand twenty-one
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Kenton County Board of Education
1055 Eaton Drive
Ft. Wright, KY 41017

and the Contractor:
(Name, legal status, address and other information)
Morel Construction Co., LLC
627 West Main Street
Louisville, KY 40202

for the following Project:
(Name, location and detailed description)
Addition & Renovation / Beechgrove Elementary
1029 Bristow Road / Independence, KY 41051

The Architect:
(Name, legal status, address and other information)
PCA Architecture, PSC
1881 Dixie Highway, Suite 130
Ft. Wright, KY 41011

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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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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

Portion of Work	Substantial Completion Date
Gymnasium Lobby	August 1, 2022
Kitchen area	August 1, 2022
Exterior basketball court, playground grass restoration	August 1, 2022
Cafeteria mechanical updates	August 7, 2022
Classroom infill and mechanical update	August 7, 2022
New gymnasium	September 8, 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 two-thousand dollars (\$ 2,000.00), 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 three million, two hundred fifty-two thousand, seven hundred sixty-one dollars and zero cents (\$ 3,252,761.00), 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	\$ 4,532,000.00
Sum of Accepted Alternates	\$ 24,000.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 4,556,000.00
Sum of Owner's direct Purchase Orders	\$ 1,303,239.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 3,252,761.00

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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
2	Convert existing HVAC controls to Tridium Niagara 4	\$21,000.00
4	Install ½" laminated glass at designated locations	\$3,000.00
6	Preferred HVAC Controls Manufacturer	No change
7	ESS Warranty	No change
8	Preferred HVAC Controls Manufacturer for Base Bid	No change
	Total of Alternates	\$24,000.00

§ 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.)

See attached "Unit Prices" included in the "Form of Proposal."

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

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

Item	Price
Undercutting, backfilling, compacting as listed in Section 012100	\$1,055.00

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 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th 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 sixty (60) days after the Architect receives the Application for Payment.

State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Contractor within forty-five (45) business days following receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Contractor beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction — KDE Version;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007 — KDE Version.

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

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

Init.

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

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

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

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

§ 5.2 FINAL PAYMENT

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

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

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

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

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.)

12.00% per annum

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

Mr. Chad Atchley
Kenton County Board of Education
1055 Eaton Drive
Ft. Wright, KY 41017

O: (859) 466-2135
E: charles.atchley@kenton.kyschools.us

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

Mr. Adolph Zell
Morel Construction Co., LLC
2801 Alexandria Pike
Highland Heights, KY 41076

M: (859) 801-0162
E: azell@morelconstruction.net

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.)

Supplementary General Conditions, five (5) pages, included in Volume 1 of the Project Manual

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 Attachment A

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 Attachment B

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	6/9/2021	Five (5) plus one hundred thirty-five (135) pages of attachments
Addendum No. 2	6/15/2021	Four (4) plus ninety-eight (98) pages of attachments
Addendum No. 3	6/17/2021	Three (3) plus twenty six (26) pages of attachments
Addendum No. 4	6/17/2021	One (1) plus six (6) pages of attachments
Addendum No. 5	6/18/2021	One (1) plus sixty-one (61) pages of attachments
Addendum No. 6	6/18/2021	One (1) plus fifteen (15) pages of attachments

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)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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Section 9.1.4
Attachment “A”
Specifications List

Attachment A

Addition & Renovation
Beechgrove Elementary
Kenton County School District

Project No. 2021-002
July, 2021
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Geotechnical Exploration 2006 – <i>For Information Only</i>	Exhibit "B"
Hazardous Materials Report – <i>For Information Only</i>	Exhibit "C"
Kenton County School District Purchase Order and Conditions Sample Form - <i>For Information Only</i>	Exhibit "D"

Bidding Requirements

- Legal Notice, Advertisement for Proposals
- Instructions to Bidders (AIA A701 1997 Kentucky Department of Education Version)
- Supplementary Instructions to Bidders
- 001153 Qualification of Bid Proposal
- Contractor's Qualification Statement (AIA A305, 1986)
- Certificate of Product Compliance
- Sample Form: KDE Purchase Order and Conditions (2013 Kentucky Department of Education)

Bid Documents

- Kentucky Department of Education Form of Proposal
- Bid Bond (AIA A310, 2010)
- Non-collusion Affidavit-2013 (KDE)

Contract Requirements

- Standard Form of Agreement Between Owner and Contractor (AIA A101 – 2007 Kentucky Department of Education Version)
- Amendment to The Standard Form of Agreement Between Owner and Contractor (AIA A101-2007 Kentucky Department of Education Version)
- General Conditions of The Contract for Construction (AIA A201-2007 Kentucky Department of Education Version)
- Supplementary General Conditions of The Contract for Construction (AIA A201-2007 Kentucky Department of Education Version)
- Performance Bond and Payment Bond (AIA 312, 2010 Kentucky Department of Education Version)

Attachment A

Addition & Renovation
Beechgrove Elementary
Kenton County School District

Project No. 2021-002
July, 2021
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Division	Section Title	Pages
DIVISION 01 - GENERAL REQUIREMENTS		
011000	Summary	18
012100	Allowances	3
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012500	Substitution Procedures	4
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Section 9.1.7-2

A. AIA Document A701-1997

Instruction to Bidders

KDE Version

Kentucky Department of Education Version of **AIA** Document A701™ – 1997

Instructions to Bidders



This version of AIA Document A701™–1997 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A701–1997 does not imply the American Institute of Architects’ endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A701–1997 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 A701™– 1997, Instructions to Bidders — KDE Version,” or “AIA Document A701™–1997 — KDE Version.”

Kentucky Department of Education Version of AIA® Document A701™ – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

Addition & Renovation Beechmont Elementary

1029 Bristow Road / Independence, KY 41051

THE OWNER:

(Name, legal status and address)

Kenton County Board of Education

1055 Eaton Drive

Ft. Wright, KY 41017

THE ARCHITECT:

(Name, legal status and address)

PCA Architecture, PSC

1881 Dixie Highway, Suite 130

Ft. Wright, KY 41011

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

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201™, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Form of Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids. The Base Bid shall include all labor, material, bonds, and the cost of all direct purchase orders for material to be purchased by the Owner

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

1. The submission of a Bid will be construed as evidence that a site visit and examination of local conditions have been made. Later claims for labor, equipment, or materials required or difficulties encountered which could have been foreseen had such an examination been made will not be recognized.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Copies

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 (Not Used)

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 Interpretation or Correction of Bidding Documents

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect and Construction Manager (if utilized) errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect and Construction Manager (if utilized) at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to all who are known by the Architect and Construction Manager (if utilized) to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the Form of Proposal shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Form of Proposal nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 Bid Security

§ 4.2.1 Each Bid greater than \$25,000 shall be accompanied by bid security in the form of a Bond provided by a Surety Company authorized to do business in the Commonwealth of Kentucky, or in the form of a certified check, and in an amount equal to at least five percent (5%) of the Base Bid amount, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payments of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 Submission of Bids

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids as indicated in the Advertisement or Invitation to Bid or any extensions thereof made by Addendum. Bids received after the closing time and date for receipt and opening of Bids will be rejected and returned to the Bidder unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud.

§ 5.2 Rejection of Bids

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 Acceptance of Bid (Award) [Reference: KRS 45A.365]

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

§ 6.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.1.2 In determining the qualifications and responsibilities of the Bidder, the Owner shall take into consideration the Bidder's skill, experience, facility, previous work standing, financial standing, capacity and ability to handle work in addition to that in progress, and quality and efficiency of construction plant and equipment proposed to be used on the project.

§ 6.2 (Not Used)

§ 6.3 Submittals

§ 6.3.1 Each Bidder shall submit as part of the Form of Proposal a list of subcontractors proposed for each major branch of work itemized and described in the specifications for the Project. The Bidder's listing of a subcontractor for a work category certifies that the subcontractor has in current employment, skilled staff and necessary equipment to complete that category. The Architect and Construction Manager (if utilized) 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 and Construction Manager's (if utilized) review indicate the bidder does not have skilled staff and equipment to complete the work category at the time the Bid was submitted.

- .1 Changing subcontractors from those listed with the Form of Proposal is prohibited unless the bidder provides grounds for such a change that are consistent with provisions of the Instructions to Bidders. Said change shall be accompanied by a written explanation from the Bidder as well as a written release from the listed subcontractor. All letters shall be on original company stationery with original signatures from an officer in the company legally approved to act for the company. An unjustifiable change of subcontractors may invalidate the Bid. Any change to a proposed person or entity shall be addressed as noted in Section 6.3.3 of these Instructions to Bidders

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.4 List of Materials, Suppliers, and Manufacturers

§ 6.4.1 Each Bidder shall submit a complete list of materials/equipment with supplier's and manufacturer's name in the form and manner indicated on the Form of Proposal and in compliance with materials and equipment specified.

§ 6.4.2 In addition to the list furnished with the Form of Proposal, the successful Bidder thereafter known as the Contractor, may be requested within thirty (30) calendar days after award of contract to furnish to the Architect and Construction Manager (if utilized) a more detailed and complete list of the materials and equipment, together with the manufacturer's or maker's name, brand and/or catalogue number, and product data or illustration thereof.

§ 6.4.3 Prior to the award of contract, the Architect and Construction Manager (if utilized) will make a preliminary check of the lists included with the Form of Proposal and advise the Bidder and the Owner of the acceptance thereof, and of such other actions as may be necessary in order to meet the requirements of the contract specifications. Should it develop that any of the materials or equipment named in the list do not meet the requirements of the project specifications, the Bidder shall be required to offer to the Owner other materials or equipment in compliance with the specifications at no change in contract price. Preliminary review and acceptance of the above list shall not relieve the Contractor of furnishing equipment and materials in accordance with the specifications.

§ 6.4.4 Written approval shall be obtained from the Architect regarding any material/equipment, supplier, and manufacturer substitution. Substitutions are permitted in the following instance:

- .1 Failure to comply with contract requirements;
- .2 Failure of the supplier or manufacturer to meet delivery schedules or other conditions of the contract;
- .3 Written release by the supplier or manufacturer.

§ 6.4.5 The Owner reserves the right to reject the bid of any Bidder who fails to furnish the information required under Sections 6.3 and 6.4.

§ 6.5 Unit Prices

§ 6.5.1 Each Bidder shall submit as part of the Bid a list of unit prices as designated on the Form of Proposal.

§ 6.5.2 Unit prices are for changing or adjusting the scope or quantity of work from that indicated by the contract drawings and specifications.

§ 6.5.3 Unit prices shall include all labor, materials, equipment, appliances, supplies, overhead and profit.

§ 6.5.4 Only a single unit price per item shall be given and it shall apply for either more or less work than indicated or specified in the contract documents. In the event the contract is adjusted by unit prices, a change order shall be issued for the change and for the increased or decreased amount.

§ 6.5.5 Unit prices listed by the Bidder and accepted by the Owner shall apply to all phases of work whether the work is performed by the Bidder or by the Bidder's (Contractor's) subcontractors.

§ 6.5.6 For unit prices that apply to a lump sum Base Bid, the Owner reserves the right, prior to an award of contract, to negotiate, adjust and/or reject any price that is determined by the Architect, Construction Manager, or Owner to be excessive or unreasonable in amount.

§ 6.5.7 On line item total sum bids where Bidders are quoting firm unit prices for estimated quantities of units of work, the unit price is the Bid and is not subject to change, either by the Bidder or Owner. The Owner reserves the right to correct mathematical errors in extensions and additions by the Bidder. The Owner's corrected bid sum total shall take preference over the Bidder's computed bid sum total.

§ 6.6 Bid Division, Material Suppliers, and Purchase Orders

§ 6.6.1 This Section applies to projects with or without Bid Division (Multiple Prime Contracts), and those Projects that provide for direct purchase by the Owner of materials and equipment from Material Suppliers.

§ 6.6.2 For Projects with Bid Division: General Construction and Concrete, Masonry, Plumbing, HVAC and Electrical Contractors shall provide with their Bid a breakdown of major material items (excluding sales tax). This breakdown shall include description of the item, name of the manufacturer, name of the supplier, and the amount of the supplier's quote. The Owner will issue Purchase Orders direct to the suppliers for these materials. The following shall be provided:

- .1 Within four (4) days from the Bid Date, the low Bidder shall furnish to the Owner the list of material suppliers of the items listed on the bid breakdown, with authorization given to the Contractor to quote the materials listed and that the Supplier will furnish the listed materials to the Owner under the Owner's standard Purchase Order for the amount stated on the Contractor's bid breakdown. Failure of any Contractor to provide this written list of material suppliers with authorization will cause forfeiture of the bid security.
- .2 The Contractor shall also guarantee to the Owner that materials listed in the breakdown to be purchased directly by the Owner shall comply with requirements of the Contract Documents and that the quantity of such material is sufficient to complete the Bid Division. The Performance and Payment Bonds required of the Contractor shall be in the combined amount of the materials designated in its bid to be acquired by Purchase Order by the Owner and all remaining items of cost in the respective Bid Division. Contractor shall provide an invoice from the supplier to the Owner with Contractor's Application for Payment.
- .3 Material Suppliers will be paid the full amount of their invoices. Retainage that would otherwise be withheld from invoices submitted by and paid to a material supplier shall be withheld from the approved payment request of the Contractor. Refer to General Conditions for further requirements regarding retainage.
 - .a Lockers, Library, Kitchen, Shop, Technology, Science or other major equipment bid divisions shall provide with their Bid a breakout price for the material portions of the Bid (excluding sales tax). Award of contract will be based on the lump sum price of the accepted Bid that includes labor and materials. The Owner will issue a Purchase Order for the material and a contract for the labor and incidental materials. Retainage will be held on both the Purchase Order and the Contract in accordance with the General Conditions.
 - .b The language of the Bid Divisions is designed to outline and define the work in general to be included in a particular Bid Division and to prevent overlapping and conflicting requirements within other Bid Divisions. No Bidder shall use the omission of any item from this language as a basis for a claim for additional cost when such item is specified or indicated to be part of a complete and workable system.
 - .c It is the responsibility of the Bidder to determine which Bid Division or combination of Bid Divisions the Bidder desires to Bid.

§ 6.6.3 For Projects without Bid Division but with direct purchase by the Owner of materials and equipment from Material Suppliers, Contractors shall comply with paragraph 6.6.2 above as applicable to the Project. The Owner will issue Purchase Orders direct to the suppliers for these materials. Award of contract will be based on the lump sum price of the accepted bid that includes labor and materials. Retainage will be held on both the Purchase Orders and the Contract(s) in accordance with the General Conditions.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 Unless stipulated otherwise in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be executed by a surety company authorized to do business in Kentucky.

§ 7.1.2 The cost of such bonds shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312™-2010, Performance Bond and Payment Bond — KDE Version. Both bonds shall be written in the amount of the Contract Sum, being the total of the Base Bid, as described in Section 1.5 herein, and all Alternates accepted by the Owner.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101™–2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version, except for those Projects utilizing a Construction Manager the Agreement will be written on AIA Document A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition — KDE Version. Owner-Contractor Agreements shall be valid only after written notice by the Kentucky Department of Education that the proposed Agreements are approved.

ARTICLE 9 PUBLIC WORKS ACT [Reference: KRS 337.505 to 337.550]

§ 9.1 Labor Regulations

§ 9.1.1 Work shall be performed in compliance with applicable provisions of the Kentucky Prevailing Wage Act on Public Works Projects, KRS 337.505 through KRS 337.550.

§ 9.1.2 Prevailing wage rates, included with the Bidding Documents, shall be paid on this Project if required under Section 10.1.1. The stipulated wage rates represent prevailing minimum wage rates of pay allowable and shall not be construed to mean that higher rates may not have to be paid in order to secure labor.

§ 9.1.3 Any Bidder and/or subcontract bidder in violation of any wage or work act provision (KRS 337.510 to KRS 337.550) and under citation by the Kentucky Department of Labor is prohibited by KRS 337.990 from bidding on or working on any and all public works contracts either in their name or in the name of any other company, firm, or other entity in which there is vested interest. No Bid shall be submitted by a prime Bidder or sub-bidder in violation of KRS Chapter 337. The responsibility of the qualifications of the sub-contract Bidder is solely that of the prime Bidder. The rejection of the subcontract Bidder and resubmittal of a qualified subcontract Bidder shall be addressed per the provisions of these Instructions to Bidders relating to subcontract Bidders (subcontractors) and materials.

§ 9.2 Davis-Bacon Act Provisions

Projects funded with Federal Funds shall comply with the Davis-Bacon Act (Subchapter IV of Chapter 31 of the Title 40 of the United States Code). Where the amount received from federal revenue sharing is less than 25 percent of the estimated total construction cost of a public school project, state law and not the federal applies to the wage rate and the prevailing wage scale to be used for the project (OAG 74-329). Refer to Supplementary Conditions for direction regarding application of federal rates, if included in the bidding documents, to this project. In the event both state and federal wage rates apply, the higher of the two rates shall be used to determine labor costs.

ARTICLE 10 TAXES

§ 10.1 Kentucky Sales and/or Use Tax [Reference KRS 139.495(1)]

Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax, unless provisions are clearly noted in the bidding documents for the direct purchase of certain materials and equipment by the Owner. Materials and equipment which are to be submitted for direct purchase are as noted by the Architect or Construction Manager in the Form of Proposal and shall be limited to forty (40) items with a minimum price of \$5,000 each. All other materials and equipment shall be included in the Contract Price and are subject to Kentucky Sales and/or Use Taxes. Current Sales and/or Use Tax shall be provided for and included in the bid amount as no adjustment will be permitted nor made after the receipt of bids.

§ 10.2 Federal Excise Tax

The Commonwealth of Kentucky and its political subdivisions are exempt from Federal Excise Tax.

ARTICLE 11 POST BID REVIEW AND MATERIAL SUBMITTAL

§ 11.1 Representative at Bid Opening

§ 11.1.1 Each prime Bidder shall have an authorized representative at the bid opening for submittal of the list of materials and equipment, and the post bid review which follows immediately after the opening and reading of bids.

§ 11.1.2 Following the opening of bids, the three (3) apparent low Bidders shall remain for a post-bid review, and shall submit a completed list of materials, equipment and suppliers within one (1) hour from the close of the reading of the bids. The list of materials and equipment shall be the listing contained in the Form of Proposal.

§ 11.1.3 The post bid review, open to all bidders, will be conducted jointly with representatives of the Architect and Construction Manager (if utilized), Owner, and apparent low Bidder. Preliminary review will be directed toward Bidder's qualifications, list of subcontractors, list of materials and equipment, and unit prices.

ARTICLE 12 EQUAL EMPLOYMENT AND NONDISCRIMINATION

The Commonwealth of Kentucky and its political subdivisions are committed to equal job opportunities on public contracts and prohibited from discrimination based on race, creed, color, sex, age, religion, or national origin.

ARTICLE 13 CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION [Reference KRS 45A.455]

Conflict of Interest, Gratuities, Kickbacks, and Use of Confidential Information as described in KRS 45A.455 are expressly prohibited. Penalties for any violation under this statute are located in KRS 45A.990.

ARTICLE 14 KENTUCKY FAIRNESS IN CONSTRUCTION ACT OF 2007 [Reference KRS 371.400 to 371.425]

Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the Kentucky Fairness in Construction Act of 2007 as it relates to the right to litigate, the right to delay damages against the Owner, the right to file a mechanic's lien, prompt payment by Owners, amount of retainage that can be withheld and other provisions of the Act.

ARTICLE 15 KENTUCKY PREFERENCE LAW [Reference KRS 45A.490 to 45A.494]

§ 15.1 Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the reciprocal preference for Kentucky Preference for Resident Bidders law, KRS 45A.490 to KRS 45A.494. Reciprocal preference shall be given by public agencies to resident bidders.

§ 15.2 The Kentucky Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this Section shall be given.

§ 15.3 The reciprocal preference as described in KRS 45A.490 to KRS 45A.494 above shall be applied in accordance with Kentucky Administrative Regulation 200 KAR 5:400.

Section 9.1.7-2

B. Contractor's Form of Proposal

BG No. 21-140

Date: JUNE 23, 2021 To: (Owner) KENTON COUNTY BOARD OF EDUCATION

Project Name: ADDITION & RENOVATION BEECHGROVE ELEMENTARY SCHOOL Bid Package No. _____

City, County: INDEPENDENCE, KENTON COUNTY

Name of Contractor: MOREL CONSTRUCTION CO., LLC

Mailing Address: 627 WEST MAIN STREET, LOUISVILLE, KY 40202

Business Address: SAME Telephone: 502-568-6200

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 1,2,3,4,5,6 (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:

\$ 4,532,000.⁰⁰
Use Figures

Four million five hundred thirty-two thousand Dollars & ZERO Cents
Use Words Use Words

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

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

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid
Alt. Bid No. 1	Add Kitchen Upgrades	<u>126,000</u>	<u>_____</u>	<input type="checkbox"/>
Alt. Bid No. 2	Convert HVAC controls	<u>21,000</u>	<u>_____</u>	<input type="checkbox"/>
Alt. Bid No. 3	Additional Kitchen equip.	<u>19,000</u>	<u>_____</u>	<input type="checkbox"/>
Alt. Bid No. 4	Add 1/2" laminated glass	<u>3,000</u>	<u>_____</u>	<input type="checkbox"/>
Alt. Bid No. 5	Wood fiber deck	<u>13,000</u>	<u>_____</u>	<input type="checkbox"/>
Alt. Bid No. 6	Controls Preferred MFR (alternate 2)	<u>_____</u>	<u>_____</u>	<input checked="" type="checkbox"/>
Alt. Bid No. 7	ESS Warranty	<u>_____</u>	<u>_____</u>	<input checked="" type="checkbox"/>
Alt. Bid No. 8	Controls Preferred MFR (base bid)	<u>_____</u>	<u>_____</u>	<input checked="" type="checkbox"/>
Alt. Bid No. 9	Preferred Door Hardware Manufacturers	<u>18,000</u>	<u>_____</u>	<input type="checkbox"/>
Alt. Bid No. 10				<input type="checkbox"/>

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

LIST OF PROPOSED SUBCONTRACTORS:

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

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

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

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.	Demolition	Mr. Demo
2.	Concrete flatwork (interior)	STRAIT EDGE
3.	Masonry	DIVISION 4
4.	Steel Erection	MAK Steel
5.	Cold-Formed Metal Framing	Specialty Interiors
6.	Plastic Laminate Faced Architectural Cabinets	ATLAS
7.	Modified Bit Roofing	W.M. Kramer
8.	Aluminum Windows	N/A
9.	Linoleum Flooring	EARL FRANK
10.	Acoustical Panel Ceilings	Specialty Interiors
11.	Sports Flooring	SOUTHERN FLOOR
12.	Painting	Momentum
13.	Gymnasium Equipment	A.D.P. Lemco
14.	Telescoping Stands	IRWIN
15.	Earthwork	J.P. Excavating
16.	Concrete Paving	SAME AS #2
17.	Fire Protection	J II Fire Systems

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the Contractor)
18.	Plumbing	Elite Mechanical
19.	Plumbing Insulation	SAME AS #18
20.	Mechanical Piping	HUDSON
21.	HVAC Sheet Metal	SAME AS #20
22.	Mechanical Insulation	SAME AS #20
23.	BAS Controls	SAME AS #20
24.	BAS Controls Wiring	SAME AS #20
25.	Electrical Contractor	Delta
26.	Fire Alarm Contractor	SAME AS #25
27.	Voice / Data Contractor	AMERICAN SOUND
28.	Audio / Video Contractor	SAME AS #27
29.	Access Controls Contractor	SAME AS #27
30.	Video Surveillance Contractor	SAME AS #27
31.	Intercom Contractor	SAME AS #27
32.	Lightning Protection Contractor	SAME AS #25
33.	Lines below are for changes to subcontractors above if Alternate Bid results in a change to the responsible subcontractor	
34.		
35.		
36.		
37.		
38.		
39.		
40.		

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.	042000 Decorative Ground Face CMU	DIVISION IV	GRAND BLANC
2.	042000 Face Brick	DIVISION IV	US BRICK
3.	072726 Fluid Applied Air Barrier	SMART BUILDING	WR MEADOWS
4.	074213.13 Formed Metal Wall Panels	DMT	DMT
5.	075216 Modified Bit Roofing	WILLOUGHBY	SILPAST
6.	084113 Aluminum Framed Entrances and Storefronts	OLDCASTLE	OLDCASTLE
7.	087100 Door Hardware - Panic Devices	EHC	DORMA
8.	087100 Door Hardware - Closers	EHC	DORMA
9.	087100 Door Hardware - Locksets	EHC	DORMA
10.	087100 Door Hardware - Hinges	EHC	HAGER
11.	087100 Door Hardware - Cylinders	EHC	SCHLAGE
12.	095113 Acoustical Panel Ceilings	FBM	USG
13.	099100 Painting	SHERWIN - WILLIAMS	SHERWIN - WILLIAMS
14.	220200 Plumbing Trim (Faucets)	WORLY SUPPLY	CHICAGO
15.	220200 Drinking Fountain / Bottle Filling Station	WORLY SUPPLY	ELKAY
16.	220300 Domestic Water Heater	WORLY SUPPLY	AO SMITH
17.	220300 Domestic Storage Tanks	WORLY SUPPLY	AO SMITH
18.	220300 Domestic Water Booster Pump	WORLY SUPPLY	BELL + GOSSETT

	<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.	230100 Pumps & Hydronic Specialties	WEBER HUFF	GRUNDFOS
20.	230200 Heat Pumps	ELITAIRE	WATER FURNACE
21.	230200 Condensing Units	ELITAIRE	DAIKIN
22.	230200 Air Handling Units	ELITAIRE	DAIKIN
23.	230200 Exhaust & Relief Air Fans	CONTROLLED AIR	COOK
24.	231100 Grilles Registers & Diffusers	HABEGGER	KRUEGER
25.	250400 Building Automation System	SIEMENS	SIEMENS
26.	250400 Variable Frequency Drives	SIEMENS	YASKAWA
27.	260526 Grounding Equipment	RICHARDS ELECTRIC	ERICO / SOUTHWIRE
28.	260600 Intercom System	CAREHAWK	CAREHAWK
29.	262400 Power Distribution Equipment	FD LAWRENCE	SQUARE D
30.	262726 Wiring Devices	RICHARDS ELECTRIC	LEVITON
31.	263213 Generator	NA	
32.	263213 Automatic Transfer Switches (ATS)	NA	
33.	265113 Interior Lighting	FD LAWRENCE	(SEE ATTACHED)
34.	265123 Exterior Lighting	FD LAWRENCE	(SEE ATTACHED)
35.	270610 Voice / Data - Equipment and Cabling Equipment	—	GENERAL CABLE / PANDUIT
36.	272800 Audio / Video Systems	NA	
37.	280750 Security / Video Surveillance System	—	SALIENT
38.	281000 Access Controls System	—	RS 2
39.	286601 Lightning Protection Equipment	MAXWELL	THOMPSON
40.			

DELTA Electrical Contractors, LTD
Fixture Take-Off

Job Name: **Beechgrove Elementary**

Package:

Type	Manufacturers
C5	HALO REC
C7	HALO REC
D1	PORTFOLIO
D1E	PORTFOLIO
EG	BEGHELLI
EW	BEGHELLI
F1	METALUX
F1E	METALUX
F4	METALUX
F4E	METALUX
I	METALUX
K	METALUX
KE	METALUX
L16	NEORAY
P1	METALUX
P2	METALUX
W2	AP AMBIEN
X1	SURE LITE
Z1	INVUE
Z4	LUMOUTDC

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.

	WORK (to be filled out by the Architect)	PRICE / UNIT (to be filled out by the Contractor)	UNIT (to be filled out by the Contractor)
1.	Undercutting, backfilling and compacting 3,000 SF of area 12" below the sub-grade of the building	\$ 1055.00	/ 3000 SF
2.	Undercut (1) CY of unsuitable soil, backfilling and compacting (1) CY of fill material suitable for slab-on-grade.	\$ 33.00	CY
3.	Undercut (1) CY of unsuitable soil, backfilling and compacting (1) CY of fill material suitable for footing bearing capacity.	\$ 194.00	CY
4.	Asphalt Patch	\$ 86.00	SF
5.	Undercut/engineered fill for repair of damaged roads	\$ 50.00	CY
6.	1 CY of Footing Hand Excavation	\$ 287.00	CY
7.	10 CY of Machine Excavation	\$ 500.00	/ 10 CY
8.	10 CY of flowable fill	\$ 1438.00	/ 10 CY
9.	5" interior Concrete Slab on Grade	\$ 9.00	SF
10.	Painting: 10 SF block filler and (2) finish coats on CMU	\$ 10.00	10 SF
11.	S-2 ceiling supply diffuser with 6' of 8" flex duct and manual damper	\$ 380.00	EACH
12.	3" copper pipe, insulation, w/ hangers	\$ 86.00	LF
13.	2" copper pipe, insulation, w/ hangers	\$ 63.00	LF
14.	3/4" copper pipe, insulation, w/ hangers	\$ 52.00	LF
15.	2-1/2" Sch 40 steel hydronic pipe, insulation w/hangers	\$ 83.00	LF
16.	6" Sch 40 steel hydronic pipe, insulation w/hangers	\$ 141.00	LF
17.	4" PVC Sanitary sewer below slab, with trenching & backfill	\$ 69.00	LF
18.	6" PVC Sanitary sewer below slab, w/ trenching & backfill	\$ 75.00	LF
19.	8" PVC roof drain piping below slab, w/ trenching & backfill	\$ 81.00	LF

	<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.	6" PVC roof drain piping above slab, w/ insulation	\$ 75.00	LF
21.	Replace existing 2" domestic water valve w/ ball valve	\$ 345.00	EACH
22.	Replace existing 1" domestic water valve w/ ball valve	\$ 173.00	EACH
23.	10' of 1" branch piping with a new semi-recessed head	\$ 115.00	EACH
24.	4" Sch 10 steel pipe main w/ hangers	\$ 345.00	/ 10 LF
25.	2" Sch 40 steel pipe main w hangers	\$ 259.00	/ 10 LF
26.	1" Sch 40 steel branch piping w/ hangers	\$ 40.00	/ 10 LF
27.	Provide quad receptacle and circuit with conduit, outlet box, junction boxes, receptacles and 50' of 3 conductor, 10 AWG wire, circuit breaker, and labor	\$ 525.00	EACH
28.	Provide indoor video surveillance camera and 250 feet of cable installed complete	\$ 1560.00	EACH
29.	Provide type "X1" light fixture installed and circuited with all conduit, outlet box, junction boxes, receptacles, and 50' of 3 conductor, 10 AWG wire, circuit breaker, and labor	\$ 830.00	EACH
30.	Provide Wall Mounted Occupancy Sensor, Installed	\$ 250.00	EACH
31.	Provide Ceiling Mounted Occupancy Sensor, Installed	\$ 300.00	EACH
32.	Provide Ceiling Mounted Occupancy Sensor power pack, Installed	\$ 330.00	EACH
33.	Provide EMT Conduit (3/4"), Installed	\$ 7.70	LF
34.	Provide EMT Conduit (2"), Installed	\$ 14.30	LF
35.	Provide 3 Pole, 100A Frame, 600V Circuit Breaker, Installed	\$ 1100.00	EACH
36.	Provide 110 cd Speaker/Strobe Fire Alarm Device, Installed	\$ 410.00	EACH
37.	Provide Fire Alarm Supervisory Device, Installed	\$ 330.00	EACH
38.	Provide Fire Alarm Pull Station and 100' of cable and conduit, Installed	\$ 1100.00	EACH
39.	Provide Duct Mounted Smoke Detector, Installed	\$ 880.00	EACH
40.	Provide data outlet with jack and 100' of CAT 6 cable, Installed	\$ 215.00	EACH

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.	FD Lawrence	Light Fixtures	\$68,000.00
2.	IPS	Fire Alarm	\$26,000.00
3.	FD Lawrence	Panelboards / Breakers	\$27,000.00
4.	Wesco	Conduit / Fittings / Wire	\$95,000.00
5.	Worly Plumbing Supply	Fixtures & Material	\$65,505.00
6.	Forbo Flooring	MCT Bundle	\$23,760.00
7.	Daikin Applied	HVAC Equipment	\$73,500.00
8.	Elite Aire	HVAC Equipment	\$75,900.00
9.	Controlled Air	Fans / Louvers / Dampers	\$7,730.00
10.	Habegger Corp.	Air Devices	\$7,950.00
11.	Shape Manufacturing	Double Wall Ductwork	\$35,816.00
12.	Siemens	Control Material	\$37,000.00
13.	Architectural Products Co.	Metal Coping	\$16,160.00
14.	Willoughby Supply	Roofing Materials	\$80,000.00
15.	Irwin Seating Co.	Bleachers	\$51,898.00
16.	Atlas Enterprises	Casework / Visual Display / Toilet Accessories	\$26,636.00
17.	Ernst Concrete	Supply Concrete	\$37,000.00
18.	Division 4, Inc.	Brick, Burnished CMU, Structural Tile	\$81,000.00
19.	Lee Building Products	4", 8", 12" CMU, Spec. Mix	\$80,000.00

	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)
20.	Capital Cast Stone	Cast Stone	\$8,000.00
21.	SRM	Grout	\$12,000.00
22.	Conquip	Accessories	\$28,000.00
23.	CMC	Rebar	\$22,000.00
24.	New Millennium	Joist & Deck	\$198,425.00
25.	FBM Ohio	Metal Framing, Drywall, Insulation, Ceilings & Sheathing	\$24,702.00
26.	Erlanger Hardware	Doors / Frames / Hardware / Aluminum / Glass	\$94,257.00
27.			
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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: MOREL CONSTRUCTION CO., LLC

AUTHORIZED REPRESENTATIVE'S NAME: Kenneth C Morel
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): KENNETH C. MOREL

AUTHORIZED REPRESENTATIVE'S TITLE: PRESIDENT

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

This form shall not be modified.

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

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

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

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

NONE

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

Kenneth C Morel PRESIDENT
Name KENNETH C. MOREL Title

MOREL CONSTRUCTION CO., LLC
Name of Company

Subscribed and Sworn to Me this

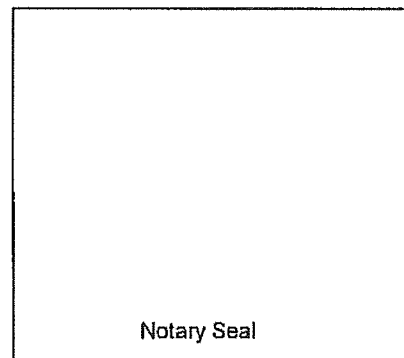
23 day of JUNE,

20 21.

Carmen Patricia Cabezas
Notary Signature CARMEN PATRICIA CABEZAS

My Commission expires:

DECEMBER 14, 20 24.



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morel Construction Co., LLC
627 West Main Street
Louisville, KY 40202

SURETY:

(Name, legal status and principal place of business)

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

OWNER:

(Name, legal status and address)

Kenton County Board of Education
1055 Eaton Drive
Ft. Wright, KY 41017

BOND AMOUNT: \$ Five Percent (5%) of the amount of the bid----

PROJECT:

(Name, location or address, and Project number, if any)

Addition & Renovation Beechgrove Elementary School
1029 Bristow Road
Independence, KY 41051

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

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User Notes: (3B9ADA45)

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 22nd day of June, 2021



(Witness)


(Witness) Diane L. Phelps

Morel Construction Co., LLC

(Contractor as Principal)

(Seal)


(Title) Kenneth C. Morel, President

Travelers Casualty and Surety Company of America

(Surety)

(Seal)


(Title) William A. Kantlehner, III, Attorney-in-Fact

Init.

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User Notes: (3B9ADA45)

TRAVELERS

**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 **William A. Kantlehner III** of **LOUISVILLE, 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 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

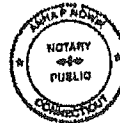
By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, 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 said Companies 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



Anna P. Nowik
Anna P. Nowik, 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 Attorneys-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 Vice President, any Assistant Vice President, any Secretary, any Assistant 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 undertaking 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 22nd day of June, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

Section 9.1.7-2

C. KDE Purchase Order Summary Form

BG# 0000

Certification Statement Phase

District Code	<u>291</u>
School Code	005

X	GC	
	CM	

☒ Initial Statement ☐ Final Statement
☐ Change Order Stmt.

<p>1. Исходные данные: $\alpha = 10^\circ$, $\beta = 20^\circ$, $\gamma = 30^\circ$, $\delta = 40^\circ$, $\epsilon = 50^\circ$, $\zeta = 60^\circ$, $\eta = 70^\circ$, $\theta = 80^\circ$, $\iota = 90^\circ$, $\kappa = 100^\circ$, $\lambda = 110^\circ$, $\mu = 120^\circ$, $\nu = 130^\circ$, $\xi = 140^\circ$, $\omicron = 150^\circ$, $\pi = 160^\circ$, $\rho = 170^\circ$, $\sigma = 180^\circ$, $\tau = 190^\circ$, $\upsilon = 200^\circ$, $\phi = 210^\circ$, $\chi = 220^\circ$, $\psi = 230^\circ$, $\omega = 240^\circ$, $\vartheta = 250^\circ$, $\vartheta = 260^\circ$, $\vartheta = 270^\circ$, $\vartheta = 280^\circ$, $\vartheta = 290^\circ$, $\vartheta = 300^\circ$, $\vartheta = 310^\circ$, $\vartheta = 320^\circ$, $\vartheta = 330^\circ$, $\vartheta = 340^\circ$, $\vartheta = 350^\circ$, $\vartheta = 360^\circ$.</p>	<p>2. Результаты: $\alpha = 10^\circ$, $\beta = 20^\circ$, $\gamma = 30^\circ$, $\delta = 40^\circ$, $\epsilon = 50^\circ$, $\zeta = 60^\circ$, $\eta = 70^\circ$, $\theta = 80^\circ$, $\iota = 90^\circ$, $\kappa = 100^\circ$, $\lambda = 110^\circ$, $\mu = 120^\circ$, $\nu = 130^\circ$, $\xi = 140^\circ$, $\omicron = 150^\circ$, $\pi = 160^\circ$, $\rho = 170^\circ$, $\sigma = 180^\circ$, $\tau = 190^\circ$, $\upsilon = 200^\circ$, $\phi = 210^\circ$, $\chi = 220^\circ$, $\psi = 230^\circ$, $\omega = 240^\circ$, $\vartheta = 250^\circ$, $\vartheta = 260^\circ$, $\vartheta = 270^\circ$, $\vartheta = 280^\circ$, $\vartheta = 290^\circ$, $\vartheta = 300^\circ$, $\vartheta = 310^\circ$, $\vartheta = 320^\circ$, $\vartheta = 330^\circ$, $\vartheta = 340^\circ$, $\vartheta = 350^\circ$, $\vartheta = 360^\circ$.</p>	<p>3. Выводы: $\alpha = 10^\circ$, $\beta = 20^\circ$, $\gamma = 30^\circ$, $\delta = 40^\circ$, $\epsilon = 50^\circ$, $\zeta = 60^\circ$, $\eta = 70^\circ$, $\theta = 80^\circ$, $\iota = 90^\circ$, $\kappa = 100^\circ$, $\lambda = 110^\circ$, $\mu = 120^\circ$, $\nu = 130^\circ$, $\xi = 140^\circ$, $\omicron = 150^\circ$, $\pi = 160^\circ$, $\rho = 170^\circ$, $\sigma = 180^\circ$, $\tau = 190^\circ$, $\upsilon = 200^\circ$, $\phi = 210^\circ$, $\chi = 220^\circ$, $\psi = 230^\circ$, $\omega = 240^\circ$, $\vartheta = 250^\circ$, $\vartheta = 260^\circ$, $\vartheta = 270^\circ$, $\vartheta = 280^\circ$, $\vartheta = 290^\circ$, $\vartheta = 300^\circ$, $\vartheta = 310^\circ$, $\vartheta = 320^\circ$, $\vartheta = 330^\circ$, $\vartheta = 340^\circ$, $\vartheta = 350^\circ$, $\vartheta = 360^\circ$.</p>	<p>4. Заключение: $\alpha = 10^\circ$, $\beta = 20^\circ$, $\gamma = 30^\circ$, $\delta = 40^\circ$, $\epsilon = 50^\circ$, $\zeta = 60^\circ$, $\eta = 70^\circ$, $\theta = 80^\circ$, $\iota = 90^\circ$, $\kappa = 100^\circ$, $\lambda = 110^\circ$, $\mu = 120^\circ$, $\nu = 130^\circ$, $\xi = 140^\circ$, $\omicron = 150^\circ$, $\pi = 160^\circ$, $\rho = 170^\circ$, $\sigma = 180^\circ$, $\tau = 190^\circ$, $\upsilon = 200^\circ$, $\phi = 210^\circ$, $\chi = 220^\circ$, $\psi = 230^\circ$, $\omega = 240^\circ$, $\vartheta = 250^\circ$, $\vartheta = 260^\circ$, $\vartheta = 270^\circ$, $\vartheta = 280^\circ$, $\vartheta = 290^\circ$, $\vartheta = 300^\circ$, $\vartheta = 310^\circ$, $\vartheta = 320^\circ$, $\vartheta = 330^\circ$, $\vartheta = 340^\circ$, $\vartheta = 350^\circ$, $\vartheta = 360^\circ$.</p>
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BG# 21-140 Date Submitted 7/22/21 Delivery Method ☒ GC ☐ GESC ☒ Initial Statement ☐ Final Statement
District Code 291 District Name Kenton County School District ☐ CM ☐ Change Order Stmt.
School Code 005 Facility Name Beechgrove Elementary

Contractor Name	PO Number	Bid. Pack. #	Specification Section No.	Purchase Order Description	Vendor Name	Initial PO Amount	Change Order Amount To Date	Reason For Change	Final PO Amount
All signatures below are required based upon the appropriate PO certification statement phase. (Initial / Final)						Initial PO Total	\$ 1,303,239.00	\$ -	Final PO Total \$ 1,303,239.00

Initial Certification Statement

To the best of my knowledge, I certify that all materials listed within this document will be purchased in accordance with 103 KAR 26:070 and 702 KAR 4:160.

Owner's Signature _____ Date _____

General Contractor's / Construction Manager's Signatur _____ Date _____

Architect's Signature _____ Date _____

Final Certification Statement

To the best of my knowledge, I certify that all materials listed within this document have been purchased in accordance with 103 KAR 26:070 and 702 KAR 4:160.

Owner's Signature _____ Date _____

General Contractor's / Construction Manager's Signature _____ Date _____

Architect's Signature _____ Date _____