

# Kentucky Department of Education Version of AIA® Document A101 – 2007

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the Ninth day of 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)  
Henderson County Board of Education  
1805 Second Street  
Henderson, KY 42420

and the Contractor:  
(Name, legal status, address and other information)  
Architectural Sales  
600 North Sixth Ave  
Evansville, IN 47710

for the following Project:  
(Name, location and detailed description)  
New Access Controls and Security Cameras  
Multiple Schools

AB Chandler Elementary School, 11215 US 60 West, Corydon, KY 42406  
Cairo Elementary School, 10694 US 41 A, Henderson, KY 42420  
Bend Gate Elementary School, 920 Bend Gate Road, Henderson, KY 42420  
East Heights Elementary School, 1776 Adams Lane, Henderson, KY 42420  
Niagara Elementary School, 13043 Hwy 136 East, Henderson, KY 42420  
South Heights Elementary School, 1199 Madison Street, Henderson, KY 42420  
Central Academy, 851 Center Street, Henderson, KY 42420  
Henderson County High School, 2424 Zion Road, Henderson, KY 42420  
North Middle School, 1707 Second Street, Henderson, KY 42420  
South Middle School, 800 South Alves Street, Henderson, KY 42420  
Thelma B Johnson Early Learning Ctr, 631 North Green St, Henderson, KY 42420  
Spottsville Elementary School, 9190 US Hwy 60 East, Spottsville, KY 42458

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

The Owner and Contractor agree as follows.



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

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

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### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

See attached Section 00520

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

Not applicable.

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

Init.

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

See attached Section 00520

#### Portion of Work

#### Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars and Zero Cents (\$ 500.00 ), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Fifteen Thousand Eight Hundred Dollars and Zero Cents (\$ 415,800.00 ), 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   | \$ 399,900.00 |
| Sum of Accepted Alternates   | \$ 15,900.00  |
| Total Construction Cost (the sum of base bid amount plus sum of accepted alternates) | \$ 415,800.00 |
| Sum of Owner's direct Purchase Orders  | \$ 0.00       |
| Contract Sum (total construction cost less Owner direct Purchase Orders)             | \$ 415,800.00 |



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

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

| Number | Item Description           | Amount             |
|--------|----------------------------|--------------------|
| 1      | Hanwha Cameras             | No Change          |
| 2      | RS2 Access Control         | \$15,900.00        |
|        |                            |                    |
|        |                            |                    |
|        |                            |                    |
|        |                            |                    |
|        |                            |                    |
|        |                            |                    |
|        |                            |                    |
|        | <b>Total of Alternates</b> | <b>\$15,900.00</b> |

§ 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 attachment for Unit Prices

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

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

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

Not Applicable

| Item | Price |
|------|-------|
|------|-------|

Init.



## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:  
See Specification 01290 - 1.4.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 1st day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-five ( 45 ) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

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

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

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

**§ 5.2 FINAL PAYMENT**

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

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

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

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

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



## § 6.2 BINDING DISPUTE RESOLUTION

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

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

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

Bob Lawson  
Henderson County Schools  
1805 Second Street  
Henderson, KY 42420

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

Matthew Theby  
Architectural Sales  
600 North Sixth Avenue  
Evansville, IN 47706

Init.



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

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

*(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)*  
See attached Section 00010 - Project Manual Index

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

§ 9.1.4 The Specifications:

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

See attached Section 00010 - Project Manual Index

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

**§ 9.1.5 The Drawings:**

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

See attached Section 00015 - Drawing Index

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

**§ 9.1.6 The Addenda, if any:**

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

| Number | Date    | Pages            |
|--------|---------|------------------|
| One    | 7/1/21  | Thirty-four (34) |
| Two    | 5/21/21 | One (1)          |

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

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

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

.2 Other documents, if any, listed below:

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

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

#### 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)

Bob Lawson, Superintendent

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

Matthew Theby, Vice President

\_\_\_\_\_  
(Printed name and title)

Init.

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**DIVISION 18 - 28 : Not applicable to this project.**

**END OF SECTION 00010**

**SECTION 00015 – DRAWING INDEX****SHEET NO. SHEET TITLE**

T1.1 Title Sheet

**ELECTRICAL**

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**END OF SECTION 00015**



SECTION 00520 - SUPPLEMENT TO THE STANDARD FORM OF AGREEMENT BETWEEN  
OWNER/CONTRACTOR

## 1. GENERAL

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

## 2. CONTRACT AGREEMENT:

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

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

Contractors shall have two weeks to submit shop drawings.

All on site work shall start on May 20, 2021 and be substantially completed by August 2, 2021.

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

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

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of \$ 500.00, not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

END OF SECTION 00520

**KENTUCKY DEPARTMENT OF EDUCATION**

702 KAR 4:160

**FORM OF PROPOSAL**BG No. 20-222Date: 07/14/2021 To: (Owner) Henderson County SchoolsProject Name: New Access Controls and Security Cameras Bid Package No. 01 (GC)City, County: Henderson, KentuckyName of Contractor: Architectural SalesMailing Address: 600 North Sixth Avenue P.O. Box 965 Evansville, IN 47706Business Address: 600 North Sixth Avenue Evansville, IN 47710 Telephone: 812-423-6891

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

Addendum 1,2 (Insert the addendum numbers received or the word "none" if no addendum received.)

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

\$399,900.00

Use Figures

Three Hundred Ninety-Nine Thousand Nine Hundred 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<br>from the Base Bid |
|-------------------|-----------------------|-------------------------|------------------------------|-------------------------------------|
| Alt. Bid No. 1    | Hanwha Cameras        |                         |                              | <input checked="" type="checkbox"/> |
| Alt. Bid No. 2    | RS2 Access Control    | \$15,900.00             |                              | <input type="checkbox"/>            |
| Alt. Bid No. 3    |                       |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 4    |                       |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 5    |                       |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 6    |                       |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 7    |                       |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 8    |                       |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 9    |                       |                         |                              | <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.**

|     | <b><u>BRANCH OF WORK</u></b><br>(to be filled out by the Architect) | <b><u>SUBCONTRACTOR</u></b><br>(to be filled out by the contractor) |
|-----|---|---|
| 1.  | Electrical  | State Electric  |
| 2.  | Access Control  | N/A   |
| 3.  | Security Cameras  | N/A   |
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|     | <b><u>BRANCH OF WORK</u></b><br>(to be filled out by the Architect) | <b><u>SUBCONTRACTOR</u></b><br>(to be filled out by the Contractor) |
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**LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:**

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

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

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

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

|     | <b><u>MATERIAL DESCRIPTION BY<br/>SPECIFICATION DIVISION AND<br/>CATEGORY</u></b><br>(to be filled out by the Architect or Contractor) | <b><u>SUPPLIER</u></b><br>(to be filled out by the Contractor) | <b><u>MANUFACTURER</u></b><br>(to be filled out by the Contractor) |
|-----|--|--|--|
| 1.  | 5 Megapixel Network Bullet Camera  | Architectural Sales  | Hanwha   |
| 2.  | HID Proximity Card Reader  | Architectural Sales  | HID  |
| 3.  | 5 Megapixel Dome Camera  | Architectural Sales  | Hanwha   |
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|     | <b><u>MATERIAL DESCRIPTION BY<br/>SPECIFICATION DIVISION AND<br/>CATEGORY</u></b><br>(to be filled out by the Architect or Contractor) | <b><u>SUPPLIER</u></b><br>(to be filled out by the Contractor) | <b><u>MANUFACTURER</u></b><br>(to be filled out by the Contractor) |
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**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.**

|     | <b><u>WORK</u></b><br>(to be filled out by the Architect)   | <b><u>PRICE / UNIT</u></b><br>(to be filled out by the Contractor) | <b><u>UNIT</u></b><br>(to be filled out by the Contractor) |
|-----|---|--|--|
| 1.  | Multi-Sensor Camera configured w/multiple 2MP or 5MP lenses | \$4,475.00   | (1) PNM-9002VQ with (4) 5MP Lenses                         |
| 2.  | Dome Enclosure (5MP Exterior)                               | \$2,975.00   | (1) QNV-8030R  |
| 3.  | 5MP Bullet Camera   | \$2,975.00   | (1) QNO-8030R  |
| 4.  | HID Prox Card Reader  | \$3,200.00   | (1) HID Reader(1) RS2 Panel /No Door Hardware              |
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|     | <b><u>WORK</u></b><br>(to be filled out by the Architect)   | <b><u>PRICE / UNIT</u></b><br>(to be filled out by the Contractor) | <b><u>UNIT</u></b><br>(to be filled out by the Contractor) |

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**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.**

|     | <b><u>SUPPLIER</u></b><br>(to be filled out by the Contractor) | <b><u>PURCHASE ORDER DESCRIPTION</u></b><br>(to be filled out by the Contractor) | <b><u>PURCHASE ORDER AMT.</u></b><br>(to be filled out by the Contractor) |
|-----|--|--|---|
| 1.  | Owner-direct purchase orders do NOT apply to this project.     | N/A  | N/A   |
| 2.  |  |  |   |
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|     | <b><u>SUPPLIER</u></b><br>(to be filled out by the Contractor) | <b><u>PURCHASE ORDER DESCRIPTION</u></b><br>(to be filled out by the Contractor) | <b><u>PURCHASE ORDER AMT.</u></b><br>(to be filled out by the Contractor) |
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|     | <b><u>SUPPLIER</u></b><br>(to be filled out by the Contractor) | <b><u>PURCHASE ORDER DESCRIPTION</u></b><br>(to be filled out by the Contractor) | <b><u>PURCHASE ORDER AMT.</u></b><br>(to be filled out by the Contractor) |
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**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: Architectural Sales / Larry Donald

AUTHORIZED REPRESENTATIVE'S NAME: \_\_\_\_\_

Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE'S TITLE: \_\_\_\_\_

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

This form shall not be modified.



# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Lensing Wholesale Inc dba Architectural Sales  
600 N. 6th Ave.  
Evansville, IN 47710

**OWNER:**

(Name, legal status and address)

Henderson County Schools  
1805 Second Street  
Henderson, KY 42420

**SURETY:**

(Name, legal status and principal place  
of business)

Granite Re, Inc.  
14001 Quailbrook Drive,  
Oklahoma City, OK 73134

**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.

**BOND AMOUNT:** \$ (5%) Five Percent of Bid Amount

**PROJECT:**

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

New Access Controls and Security Cameras

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

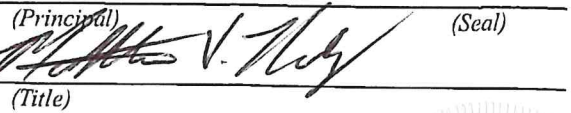
(1283017540)

Signed and sealed this 14<sup>th</sup> day of July, 2021.

  
(Witness)

  
(Witness) Allisyn Jackman

**Lensing Wholesale Inc dba Architectural Sales**

  
(Principal) (Seal)

**Granite Re, Inc.**  
(Surety) (Seal)  
  
(Title) Kenneth D. Whittington Attorney In Fact

Init.

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User Notes:

(1283017540)



**GRANITE RE, INC.  
GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

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

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

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

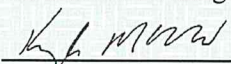
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA     )  
                                      )     SS:  
COUNTY OF OKLAHOMA    )



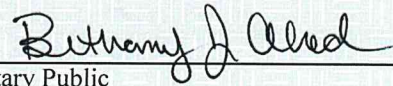
  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

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

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
\_\_\_\_\_  
Notary Public

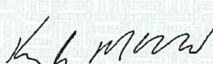
**GRANITE RE, INC.  
Certificate**

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this July 14, 2021.



  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary