Kentucky Department of Education Version of AIA® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*

KENTUCKY DEPARTMENT OF EDUCATION
Every Child Proficient and Prepared for SUCCESS

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Cite this document as "AIA Document A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition — KDE Version," or "AIA Document A132™–2009 — KDE Version."

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Kentucky Department of Education Version of AIA® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the TWENTY-SIXTH day of JULY
in the year TWO THOUSAND TWENTY-ONE
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336

and the Contractor:
(Name, legal status, address and other information)
BASTIN PAINTING, INC.
PO BOX 1696
406 GRANT STREET (40422)
DANVILLE, KY 40423

for the following Project:
(Name, location and detailed description)
ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
595 ENGINEER DRIVE
IRVINE, KY 40336
BID PACKAGE #8: PAINTING

The Construction Manager:
(Name, legal status, address and other information)
CODELL CONSTRUCTION COMPANY
4475 ROCKWELL ROAD
WINCHESTER, KY 40391

The Architect:
(Name, legal status, address and other information)
ROSS TARRANT ARCHITECTS
101 OLD LAFAYETTE AVENUE
LEXINGTON, KY 40502

The Owner and Contractor agree as follows.

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

This document is intended to be used in conjunction with KDE versions of AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 — KDE Version is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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 Modifications, 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, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

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

§ 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 the Work	Substantial Completion Date
The Project Schedule Commences on July 26, 2021. Final Completion Shall be by 9/26/2022. Substantial Completion shall be by 8/26/2022. Contract extensions for change orders, weather, or other will be adjusted by letter to all contractors on a monthly review basis. The Architect and Construction Manager will determine these extensions at each Monthly Management Meeting. Construction Project Schedule is attached as Exhibit Two and made a part of this contract. Contractor shall perform its scope of work as required by the Project Schedule so the Project can achieve substantial and final completion as required.	

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 3.4 Liquidated Damages. As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of
ONE THOUSAND DOLLARS AND NO CENTS ($1,000.00),
not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be a Stipulated Sum in accordance with Section 4.2 below, less the Owner's direct Purchase Orders, if any, for Project materials or equipment.

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§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be EIGHTY THOUSAND, EIGHT HUNDRED EIGHTY-FIVE DOLLARS AND NO CENTS ($ 80,885.00), subject to additions and deletions 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	$ 92,985.00
Sum of Accepted Alternates	$ 1,900.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	$ 94,885.00
Sum of Owner's direct Purchase Orders	$ 14,000.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	$ 80,885.00

§ 4.2.2 The Stipulated Sum is based on 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	Sanitary Line Repair (Rejected)	NO COST CHANGE
2	HS Parking Lot Upgrades (Accepted)	NO COST CHANGE
3	Asphalt at Baseball & Softball Main Drive (Accepted)	NO COST CHANGE
4	Track Surface (Rejected)	NO COST CHANGE
5	Additional Baseball & Softball Parking (Accepted)	NO COST CHANGE
6	Ticket Booth Building (Accepted)	$ 1,900.00 ADD
7	Turf Pad at Stadium Field (Rejected)	NO COST CHANGE
8	Tennis Court Lighting (Rejected)	NO COST CHANGE
9	Masonry Stain (Rejected)	$119,840.00 ADD
10	Owner Preferred Hardware (Accepted)	NO COST CHANGE
	Total of Alternates (ACCEPTED)	$ 1,900.00 ADD

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§ 4.2.3 Unit prices, if any:
(Identify and state the unit price, and state the 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.)

Item	Units and Limitations	Price per Unit ($0.00)
PLEASE REFER TO CONTRACTOR'S FORM OF PROPOSAL, WHICH IS ATTACHED TO AND BECOMES A PART OF THIS CONTRACT.		

§ 4.2.4 Allowances included in the Stipulated 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
PLEASE REFER TO CONTRACTOR'S FORM OF PROPOSAL, WHICH IS ATTACHED TO AND BECOMES A PART OF THIS CONTRACT	

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance 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:

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§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 5 days before mtg. day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the thirtieth day of the next month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

§ 5.1.4.3 Subject to the 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 total 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 may be included as provided in Section 7.3.9 of the General Conditions;

.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 Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 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 ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

.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 the General Conditions.

§ 5.1.4.5 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.

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§ 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 of AIA Document A232–2009 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;

.2 (Not Used)

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment: and

.4 Neither the final payment nor any part of the remaining retained percentage of all payments shall become due until the Contractor delivers to the Owner an affidavit that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied and Consent of Surety to make final payments is received.

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 A232–2009 — 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 A232–2009 — 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 A232–2009 — KDE Version.

☒ Litigation in a court of competent jurisdiction where the Project is located.

☐ Other: (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009 — KDE Version.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009 — KDE Version; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009 — KDE Version.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 — KDE Version or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

Per the Kentucky Fairness in Construction Act, KRS 371.400 to 371.990

§ 8.3 The Owner's representative:
(Name, address and other information)
Supt. Jeff Saylor
Estill County Board of Education
253 Main Street
Irvine, KY 40336
Phone: 606/723-2181

§ 8.4 The Contractor's representative:
(Name, address and other information)
Mr. D. Shane Bastin, Vice President
Bastin Painting, Inc.
406 Grant Street (40422)
PO Box 1692
Danville, KY 40423
Phone: 859/236-2850

§ 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:
N/A

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 A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition — KDE Version.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition — KDE Version.

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

Document	Title	Date	Pages
	Please refer to Exhibit One, which is attached to and becomes a part of this contract. Exhibit One and all items or documents identified on Exhibit One form part of the contract documents.		

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

Section	Title	Date	Pages
	Please refer to Exhibit One, which is attached to and becomes a part of this contract. Exhibit One and all items or documents identified on Exhibit One form part of the contract documents.		

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

Number	Title	Date
	Please refer to Exhibit One, which is attached to and becomes a part of this contract. Exhibit One and all items or documents identified on Exhibit One form part of the contract documents.	

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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.)
Please refer to Exhibit One, which is attached to and becomes a part of this contract. Exhibit One and all items or do cuments identified on Exhibit One form a part of the contract documents.

Number	Date	Pages

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 are:

.1

.2

.3

.4 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 — 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

C. Exhibit 1, Drawings, Specifications and Addenda

D. Exhibit 2, Project Construction Schedule

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ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009 — KDE Version.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009 — 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)
Please refer to Volume One, Section 00300, for Insurance Limits.	

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

	D. Shane Bastin
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
	D. Shane Bastin, VP
(Printed name and title)	*(Printed name and title)*

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EXHIBIT ONE

CODELL
CONSTRUCTION MANAGEMENT SINCE 1908

VOLUME 1 of 3
PROJECT MANUAL
BIDDING AND CONTRACT DOCUMENTS

ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
495 ENGINEER DRIVE
IRVINE, KY 40336
BG 21-055

OWNER:
ESTILL COUNTY BOARD OF EDUCATION
253 MAIN STREET
IRVINE, KY 40336
PHONE: 606/723-2181

CONSTRUCTION MANAGER:
CODELL CONSTRUCTION COMPANY
4475 ROCKWELL ROAD
WINCHESTER, KY 40391
PHONE: 859/744-2222
FAX: 859/744-2225

ARCHITECT:
ROSS TARRANT ARCHITECTS
101 OLD LAFAYETTE AVENUE
LEXINGTON, KY 40502
PHONE: 859/254-4018

FEBRUARY17, 2021

ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS

DIVISION 0 - BIDDING AND CONTRACT DOCUMENTS

SECTION

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Estill County High School
Phase 7 Renovation

Estill County Board of Education
Irvine, Kentucky

RTA 2025
BG 21-055

Project Manual

Volume 2 of 3
March 2021

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RossTarrant Architects, Inc.
p 859.254.4018

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Construction Manager
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FOR
Estill County HS Phase 7 Renovations
Irvine, Kentucky
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ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS
FOR:
ESTILL COUNTY SCHOOLS
IRVINE, KENTUCKY

Date 06/16/21
Project 2020
Drawn Author
Checked Checker
SHEET NO.
Revisions

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X

06/16/21

SECTION 00010
ADVERTISEMENT FOR BIDS

ESTILL COUNTY BOARD OF EDUCATION (OWNER) will receive proposals through Codell Construction Company (CM) to furnish all labor and materials to complete the ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS located at 495 ENGINEER DRIVE, IRVINE, KY 40336. Work is to be performed in accordance with plans, specifications, and addenda prepared by ROSS TARRANT ARCHITECTS (ARCHITECT), CMTA CONSULTING ENGINEERS, INC. (MECHANICAL AND ELECTRICAL ENGINEER), and STRUCTURAL DESIGN GROUP (STRUCTURAL ENGINEER).

The Owner reserves the right to reject any or all bids and to waive all informalities and/or technicalities where the best interest of the Owner can be served. Bid opening will be public, and contracts will be with the Owner.

Drawings, specifications, and the project manual may be obtained by contacting LYNN IMAGING @ 859/255-1021. Questions should be directed in writing to the C.M.'s attention:

Kenny Davis
Codell Construction Company
4475 Rockwell Road
Winchester, KY 40391
PHONE: (859) 744-2222
FAX: (859) 744-2225
CELL: (606) 794-6217
E-mail: kdavis@codellconstruction.com

An electronic copy of the complete set of Drawings, Specifications, and the Project Manual are available at no cost from Lynn Imaging, (859) 255-1021. If bidder desires hard copy of Drawings and Specifications, bidder will be responsible for paying the printing cost.

Bid documents will be on file at:

1. Owner: 253 Main Street, Irvine, KY 40336
2. Architect: 101 Old LaFayette Avenue, Lexington< KY 40501
3. M/E Engr: 2429 Members Way, Lexington, KY 40504
4. Structural Engineer: 230 Great Circle Road, Suite 106, Nashville, TN 37228
5. CM: Codell Construction Company, 4475 Rockwell Road, Winchester, KY 40391
6. F. W. Dodge Digital Plan Room, 1116 Gregory Valley Drive, Hot Springs, AR 71913
7. The Blue Book Building & Construction Network, 800 E. Main Street, Jefferson Valley, NY 10535
8. Builders Exchange, 961 Beasley Street, Suite 240, Lexington, KY 40509
9. Builders Exchange, 2300 Meadow Drive, Louisville, KY 40218

EXHIBIT ONE

Bids will be due by May 13, 2021 at 2:00 PM EST at the Estill County Board of Education, 253 Main Street, Irvine, KY 40336. Each bid must be accompanied by a 5% Bid Bond. The bid will be submitted in duplicate on copies of the Form of Proposal located in the Project Manual. Both copies of the Form of Proposal and Bid Bond shall be placed in a manila envelope and have the Project and Bid Package number affixed. No Bidder may withdraw a bid submitted for a period of sixty (60) days after the date set for the opening of bids.

If a bidder wishes to mail a bid, it should be mailed to: MR. JEFF SAYLOR, SUPERINTENDENT, ESTILL COUNTY SCHOOLS, 253 MAIN STREET, IRVINE, KY 40336. If bid is mailed, it must be received prior to May 13, 2021 at 2:00 PM EST. Facsimile bids will **NOT** be allowed. Bids received after the deadline will not be opened.

A pre-bid conference is scheduled for May 5, 2021 at 10:00 AM EST at the ESTILL COUNTY BOARD OF EDUCATION, 253 MAIN STREET, IRVINE, KY 40336. All bidders are urged to attend this meeting.

Project Schedule will be provided via addendum. Liquidated damages are $1,000.00/day if the completion dates are not met. Successful Bidders are required to furnish a 100% Performance and Labor and Material Payment Bond for this Project.

The following bids are requested:

BP #1 – Asphalt Paving
BP #2 – General Trades
BP #3 – Masonry
BP #4 – Steel
BP #5 – Roof
BP #6 – Drywall
BP #7 – Windows
BP #8 – Paint
BP #9 – VCT
BP #10 – Tiling
BP #11 – Bleachers
BP #12 – Mechanical and Plumbing
BP #13 – Electrical
BP #15 - Combination

ESTILL COUNTY BOARD OF EDUCATION
AND
CODELL CONSTRUCTION COMPANY

EXHIBIT ONE

BID PACKAGE #12 – MECHANICAL/PLUMBING ONLY

ADVERTISEMENT FOR BIDS

ESTILL COUNTY BOARD OF EDUCATION (OWNER) will receive proposals through Codell Construction Company (CM) to furnish all labor and materials to complete the ESTILL COUNTY HIGH SCHOOL PHASE 7 RENOVATIONS located at 495 ENGINEER DRIVE, IRVINE, KY 40336. Work is to be performed in accordance with plans, specifications, and addenda prepared by ROSS TARRANT ARCHITECTS (ARCHITECT), CMTA CONSULTING ENGINEERS, INC. (MECHANICAL AND ELECTRICAL ENGINEER), and STRUCTURAL DESIGN GROUP (STRUCTURAL ENGINEER).

The Owner reserves the right to reject any or all bids and to waive all informalities and/or technicalities where the best interest of the Owner can be served. Bid opening will be public, and contracts will be with the Owner.

Drawings, specifications, and the project manual may be obtained by contacting LYNN IMAGING @ 859/255-1021. Questions should be directed in writing to the C.M.'s attention:

Kenny Davis
Codell Construction Company
4475 Rockwell Road
Winchester, KY 40391
PHONE: (859) 744-2222
FAX: (859) 744-2225
CELL: (606) 794-6217
E-mail: kdavis@codellconstruction.com

An electronic copy of the complete set of Drawings, Specifications, and the Project Manual are available at no cost from Lynn Imaging, (859) 255-1021. If bidder desires hard copy of Drawings and Specifications, bidder will be responsible for paying the printing cost.

Bids will be due by June 10, 2021 at 2:00 PM EST at the Estill County Board of Education, 253 Main Street, Irvine, KY 40336. Each bid must be accompanied by a 5% Bid Bond. The bid will be submitted in duplicate on copies of the Form of Proposal located in the Project Manual. Both copies of the Form of Proposal and Bid Bond shall be placed in a manila envelope and have the Project and Bid Package number affixed. No Bidder may withdraw a bid submitted for a period of sixty (60) days after the date set for the opening of bids.

Project Schedule will be provided via addendum. Liquidated damages are $1,000.00/day if the completion dates are not met. Successful Bidders are required to furnish a 100% Performance and Labor and Material Payment Bond for this Project.

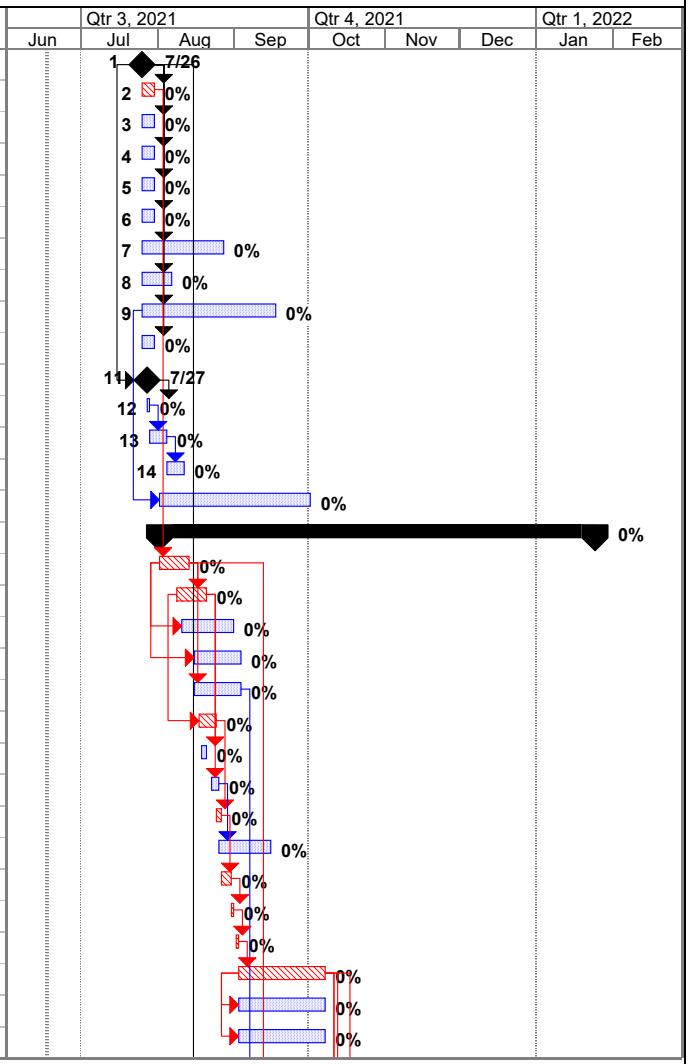
BID PACKAGE #12 – MECHANICAL/PLUMBING ONLY

ESTILL COUNTY BOARD OF EDUCATION
AND
CODELL CONSTRUCTION COMPANY

EXHIBIT TWO

ESTILL COUNTY HS RENOVATIONS
PHASE 1 - BASEBALL, SOFTBALL & TENNIS COURTS

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Mon 7/26/21	Mon 7/26/21
2	Mobilization	5 days	Mon 7/26/21	Fri 7/30/21
3	Quick Ship Shop Drawings - Concrete Rebar	5 days	Mon 7/26/21	Fri 7/30/21
4	Quick Ship Shop Drawings - Concrete Mix Design	5 days	Mon 7/26/21	Fri 7/30/21
5	Quick Ship Shop Drawings - Grout Mix Design	5 days	Mon 7/26/21	Fri 7/30/21
6	Quick Ship Shop Drawings - CMU	5 days	Mon 7/26/21	Fri 7/30/21
7	Quick Ship Shop Drawings - Structural Steel/Miscellaneous Steel	25 days	Mon 7/26/21	Fri 8/27/21
8	Quick Ship Shop Drawings - MEP -pipe,duct,conduit etc…	10 days	Mon 7/26/21	Fri 8/6/21
9	Shop Drawings - Exclude Quick Ship Shop Drawings	40 days	Mon 7/26/21	Fri 9/17/21
10	Quick ship shop drawings - Storm Piping/Structures	5 days	Mon 7/26/21	Fri 7/30/21
11	Submit Notice of Intent - Best Management Plan	0 days	Tue 7/27/21	Tue 7/27/21
12	Install BMP mandated work - Phase 1 Baseball/Softball	1 day	Wed 7/28/21	Wed 7/28/21
13	Architect/Engineer Review of rebar, concrete design, grout, storm piping & CMU shops	5 days	Thu 7/29/21	Wed 8/4/21
14	Architect/Engineer Review - Hollow Metal Door frames & MEP pipe, conduit etc…	5 days	Thu 8/5/21	Wed 8/11/21
15	Architect/Engineer Review - Review Remainder of Shop drawings	45 days	Mon 8/2/21	Fri 10/1/21
16	**Baseball and Softball Complexes**	**126 days**	**Mon 8/2/21**	**Mon 1/24/22**
17	Site Demolition/ Initial Earthwork - Phase 1 Baseball/Softball	10 days	Mon 8/2/21	Fri 8/13/21
18	Footers/Stem Walls - Phase 1 Baseball/Softball	10 days	Mon 8/9/21	Fri 8/20/21
19	Install Retaining Wall Footers/Walls- Phase 1 Baseball/Softball	15 days	Wed 8/11/21	Tue 8/31/21
20	Storm Drainage - Phase 1 Baseball/Softball	15 days	Mon 8/16/21	Fri 9/3/21
21	Install water main - Phase 1 Baseball/Softball	15 days	Mon 8/16/21	Fri 9/3/21
22	Underslab Plumbing Rough in - Phase 1 Baseball/Softball	5 days	Wed 8/18/21	Tue 8/24/21
23	Underslab CMU - Phase 1 Baseball/Softball	2 days	Thu 8/19/21	Fri 8/20/21
24	Install Footers at Brick Backstops - Phase 1 Baseball/Softball	3 days	Mon 8/23/21	Wed 8/25/21
25	Stone Backfill - Phase 1 Baseball/Softball	2 days	Wed 8/25/21	Thu 8/26/21
26	Installl Brick at Backstop Walls - Phase 1 Baseball/Softball	15 days	Thu 8/26/21	Wed 9/15/21
27	Slab Prep - Phase 1 Baseball/Softball	2 days	Fri 8/27/21	Mon 8/30/21
28	Slab Placement - Phase 1 Baseball/Softball	1 day	Tue 8/31/21	Tue 8/31/21
29	Hollow Metal Doorframes installation - Phase 1 Baseball/Softball	1 day	Thu 9/2/21	Thu 9/2/21
30	CMU Walls - Phase 1 Baseball/Softball	25 days	Fri 9/3/21	Thu 10/7/21
31	Plumbing Wall Rough in - Phase 1 Baseball/Softball	25 days	Fri 9/3/21	Thu 10/7/21
32	Electrical Wall Rough in - Phase 1 Baseball/Softball	25 days	Fri 9/3/21	Thu 10/7/21



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ESTILL COUNTY HS RENOVATIONS - Revised due to R
Date: Thu 6/17/21 kd

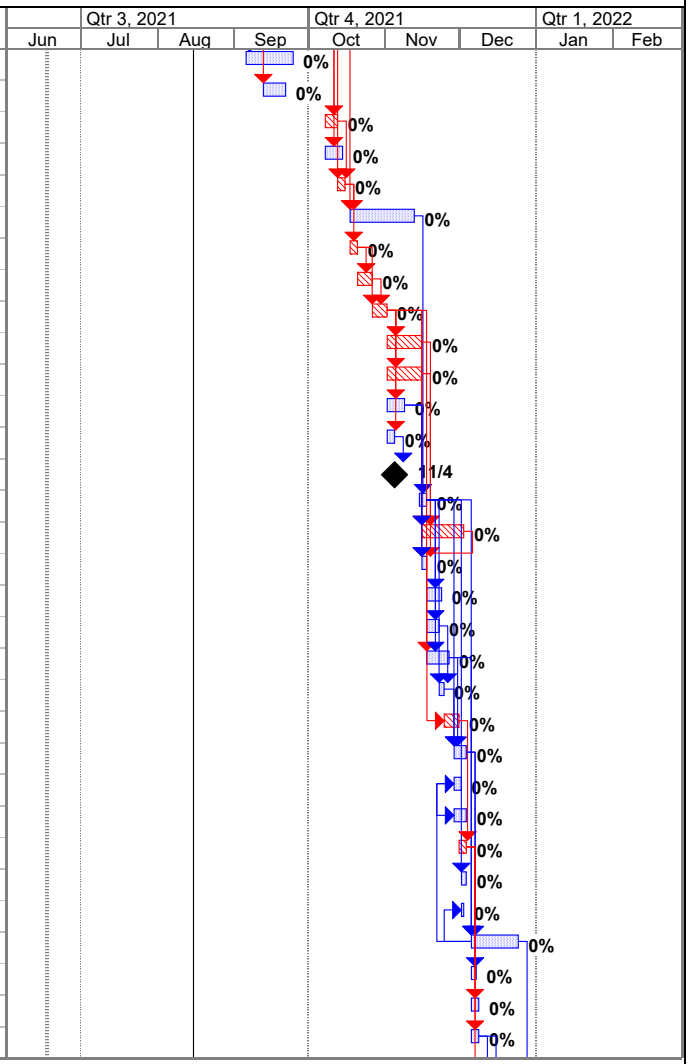
Critical Task Milestone

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EXHIBIT TWO

ESTILL COUNTY HS RENOVATIONS
PHASE 1 - BASEBALL, SOFTBALL & TENNIS COURTS

ID	Task Name	Duration	Start	Finish
33	Install force main - Phase 1 Baseball/Softball	15 days	Mon 9/6/21	Fri 9/24/21
34	Install Fiber line - Phase 1 Baseball/Softball	7 days	Mon 9/13/21	Tue 9/21/21
35	Install Wood Floor Joists/Deck/Inspection - 2nd Floor - Phase 1 Baseball/Softball	3 days	Fri 10/8/21	Tue 10/12/21
36	Install Interior Stairs/Rails - Phase 1 Baseball/Softball	5 days	Fri 10/8/21	Thu 10/14/21
37	Roof Wood Truss/Joist Installation - Phase 1 Baseball/Softball	3 days	Wed 10/13/21	Fri 10/15/21
38	Exterior Brick/Stone - Phase 1 Baseball/Softball	20 days	Mon 10/18/21	Fri 11/12/21
39	Roof Wood Sheathing installation/inspection - Phase 1 Baseball/Softball	3 days	Mon 10/18/21	Wed 10/20/21
40	Roof Wood Blocking - Phase 1 Baseball/Softball	4 days	Thu 10/21/21	Tue 10/26/21
41	Asphalt Shingles - Phase 1 Baseball/Softball	4 days	Wed 10/27/21	Mon 11/1/21
42	Electrical Rough-In - Above Ceiling - Phase 1 Baseball/Softball	10 days	Tue 11/2/21	Mon 11/15/21
43	Mechanical/Plumbing Rough in - Above Ceiling - Phase 1 Baseball/Softball	10 days	Tue 11/2/21	Mon 11/15/21
44	Duct installation - Above Ceiling - Phase 1 Baseball/Softball	5 days	Tue 11/2/21	Mon 11/8/21
45	Set Roof top Units/Tie In - Phase 1 Baseball/Softball	3 days	Tue 11/2/21	Thu 11/4/21
46	Permanent Power - Phase 1 Baseball/Softball	0 days	Thu 11/4/21	Thu 11/4/21
47	Clean Brick - Phase 1 Baseball/Softball	3 days	Mon 11/15/21	Wed 11/17/21
48	Gypsum Board walls/soffits/ceilings - Hang/Finish - Phase 1 Baseball/Softball	13 days	Tue 11/16/21	Thu 12/2/21
49	Install Mechanical and Plumbing insulation - Phase 1 Baseball/Softball	2 days	Tue 11/16/21	Wed 11/17/21
50	Install Canopies - Phase 1 Baseball/Softball	4 days	Thu 11/18/21	Tue 11/23/21
51	Windows/Glazing - Phase 1 Baseball/Softball	3 days	Thu 11/18/21	Mon 11/22/21
52	Metal Fascia Trim/Gutters/Downspouts - Phase 1 Baseball/Softball	7 days	Thu 11/18/21	Fri 11/26/21
53	Window and Brick Caulking - Phase 1 Baseball/Softball	2 days	Tue 11/23/21	Wed 11/24/21
54	Block Filler - Phase 1 Baseball/Softball	4 days	Thu 11/25/21	Tue 11/30/21
55	Final Grading/Topsoil Placement - Phase 1 Baseball/Softball	5 days	Mon 11/29/21	Fri 12/3/21
56	Install Chain Link Fence - Phase 1 Baseball/Softball	3 days	Mon 11/29/21	Wed 12/1/21
57	Install Netting at Backstops - Phase 1 Baseball/Softball	5 days	Mon 11/29/21	Fri 12/3/21
58	1st Coat of Paint - Walls - Phase 1 Baseball/Softball	3 days	Wed 12/1/21	Fri 12/3/21
59	Exterior Lighting - Phase 1 Baseball/Softball	2 days	Thu 12/2/21	Fri 12/3/21
60	Install Pipe Bollards - Phase 1 Baseball/Softball	1 day	Thu 12/2/21	Thu 12/2/21
61	Site Concrete - Phase 1 Baseball/Softball	15 days	Mon 12/6/21	Fri 12/24/21
62	Seed/Straw - Phase 1 Baseball/Softball	2 days	Mon 12/6/21	Tue 12/7/21
63	Install Overhead Coiling Doors/Grilles- Phase 1 Baseball/Softball	3 days	Mon 12/6/21	Wed 12/8/21
64	Grilles, Registers, Diffusers - Phase 1 Baseball/Softball	3 days	Mon 12/6/21	Wed 12/8/21



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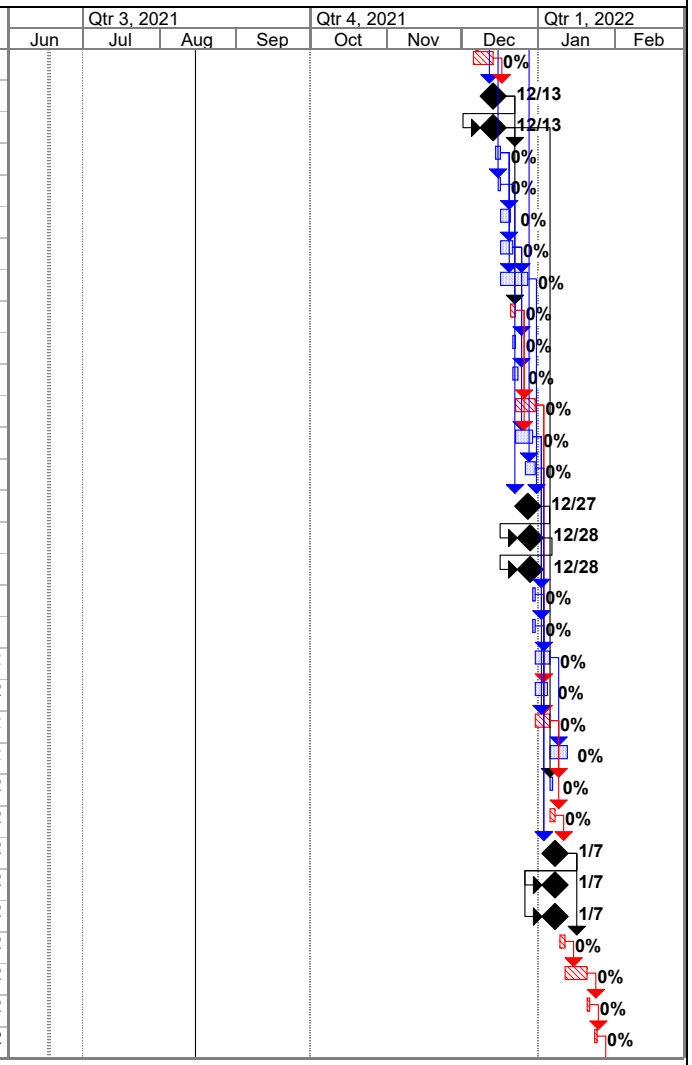
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EXHIBIT TWO

ESTILL COUNTY HS RENOVATIONS
PHASE 1 - BASEBALL, SOFTBALL & TENNIS COURTS

ID	Task Name	Duration	Start	Finish
65	Light Fixtures - Phase 1 Baseball/Softball	6 days	Mon 12/6/21	Mon 12/13/21
66	Above Ceiling Punch - Engineer - Phase 1 Baseball/Softball	0 days	Mon 12/13/21	Mon 12/13/21
67	Controlled Air - Phase 1 Baseball/Softball	0 days	Mon 12/13/21	Mon 12/13/21
68	Work off Above Ceiling Punchlist - Contractors - Phase 1 Baseball/Softball	2 days	Wed 12/15/21	Thu 12/16/21
69	Air Balance - Phase 1 Baseball/Softball	1 day	Thu 12/16/21	Thu 12/16/21
70	Door Frame Paint - 1 Coat - Phase 1 Baseball/Softball	2 days	Fri 12/17/21	Mon 12/20/21
71	Final Coat Paint - Walls/Ceilings - Phase 1 Baseball/Softball	3 days	Fri 12/17/21	Tue 12/21/21
72	Electrical Devices/Systems - Phase 1 Baseball/Softball	7 days	Fri 12/17/21	Mon 12/27/21
73	Casework - Phase 1 Baseball/Softball	2 days	Tue 12/21/21	Wed 12/22/21
74	Interior Signage - Phase 1 Baseball/Softball	1 day	Wed 12/22/21	Wed 12/22/21
75	Metal Lockers - Phase 1 Baseball/Softball	2 days	Wed 12/22/21	Thu 12/23/21
76	Plumbing Fixtures - Phase 1 Baseball/Softball	6 days	Thu 12/23/21	Thu 12/30/21
77	Doors & Hardware - Phase 1 Baseball/Softball	5 days	Thu 12/23/21	Wed 12/29/21
78	install Stone Base for asphalt - Phase 1 Baseball/Softball	4 days	Mon 12/27/21	Thu 12/30/21
79	Contractor turn over all local/state inspections to Codell - Phase 1 Baseball/Softball	0 days	Mon 12/27/21	Mon 12/27/21
80	State Building Inspector - Phase 1 Baseball/Softball	0 days	Tue 12/28/21	Tue 12/28/21
81	Certificate of Occupancy - Phase 1 Baseball/Softball	0 days	Tue 12/28/21	Tue 12/28/21
82	Doorframe Paint - 2nd Coat - Phase 1 Baseball/Softball	1 day	Thu 12/30/21	Thu 12/30/21
83	Install Door Glass - Phase 1 Baseball/Softball	1 day	Thu 12/30/21	Thu 12/30/21
84	Install Asphalt Paving - Binder Course - Phase 1 Baseball/Softball	4 days	Fri 12/31/21	Wed 1/5/22
85	Toilet Partitions and Accessories - Phase 1 Baseball/Softball	3 days	Fri 12/31/21	Tue 1/4/22
86	Paint/Seal Floors - Phase 1 Baseball/Softball	4 days	Fri 12/31/21	Wed 1/5/22
87	Install Asphalt Paving - Surface Coat and Stripping - Phase 1 Baseball/Softball	5 days	Thu 1/6/22	Wed 1/12/22
88	Install Rubber Treads @ Stairs - Phase 1 Baseball/Softball	1 day	Thu 1/6/22	Thu 1/6/22
89	Pre-Clean before Architect Punchlist - Phase 1 Baseball/Softball	2 days	Thu 1/6/22	Fri 1/7/22
90	Architect Punch List Review - Phase 1 Baseball/Softball	0 days	Fri 1/7/22	Fri 1/7/22
91	Substantial Completion - Phase 1 Baseball/Softball	0 days	Fri 1/7/22	Fri 1/7/22
92	Closeouts, Owner Training and Extra Stock Material - Phase 1 Baseball/Softball	0 days	Fri 1/7/22	Fri 1/7/22
93	Architect Punch List Distributed - Phase 1 Baseball/Softball	2 days	Mon 1/10/22	Tue 1/11/22
94	Architect Punch List Worked Off by Contractors - Phase 1 Baseball/Softball	7 days	Wed 1/12/22	Thu 1/20/22
95	Final Clean after Punchlist worked off - Phase 1 Baseball/Softball	1 day	Fri 1/21/22	Fri 1/21/22
96	Final Review by Architect - Phase 1 Baseball/Softball	1 day	Mon 1/24/22	Mon 1/24/22



ESTILL COUNTY HS RENOVATIONS - Revised due to R
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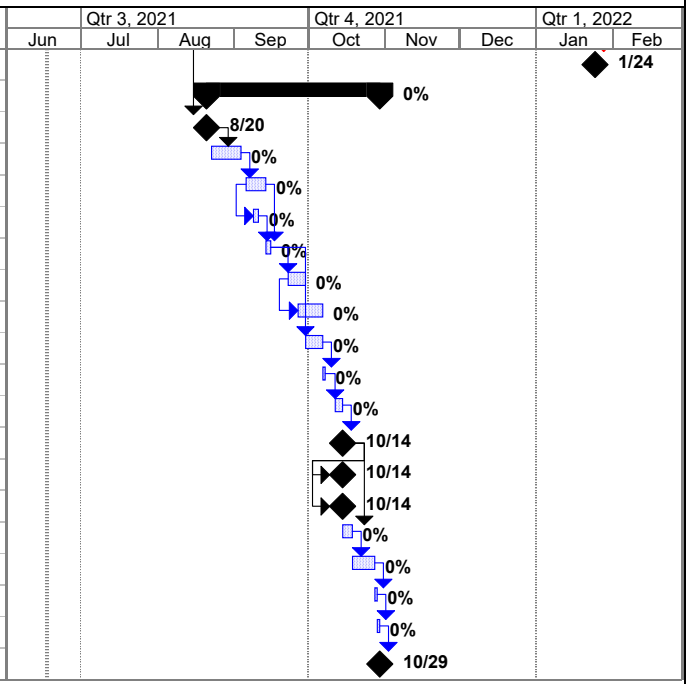
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EXHIBIT TWO

ESTILL COUNTY HS RENOVATIONS
PHASE 1 - BASEBALL, SOFTBALL & TENNIS COURTS

ID	Task Name	Duration	Start	Finish
97	Final Completion - Phase 1 Baseball/Softball	0 days	Mon 1/24/22	Mon 1/24/22
98	**Tennis Courts**	**50 days**	**Fri 8/20/21**	**Fri 10/29/21**
99	Mobilization - Phase 1 - Tennis Courts	0 days	Fri 8/20/21	Fri 8/20/21
100	Demoliton (Asphalt, Wall, Fence, Equipment, OH Electric) - Phase 1 - Tennis C	10 days	Mon 8/23/21	Fri 9/3/21
101	Pour New Foundation Wall - Phase 1 - Tennis Courts	6 days	Mon 9/6/21	Mon 9/13/21
102	Footers/Poles Tennis Nets - Phase 1 - Tennis Courts	2 days	Thu 9/9/21	Fri 9/10/21
103	Asphalt Paving Light Duty (Stone, Binder & Surface) - Phase 1 - Tennis Courts	2 days	Tue 9/14/21	Wed 9/15/21
104	Install Chain Link Fence - Phase 1 - Tennis Courts	5 days	Thu 9/23/21	Wed 9/29/21
105	Alternate #8 - Light Poles/Electric RI - Phase 1 - Tennis Courts	8 days	Mon 9/27/21	Wed 10/6/21
106	Synthetic Surface Coating/Stripping - Phase 1 - Tennis Courts	5 days	Thu 9/30/21	Wed 10/6/21
107	Stripping - Phase 1 - Tennis Courts	1 day	Thu 10/7/21	Thu 10/7/21
108	Athletic Equipment Installation - Phase 1 - Tennis Courts	3 days	Tue 10/12/21	Thu 10/14/21
109	Architect Punch List Review - Phase 1 - Tennis Courts	0 days	Thu 10/14/21	Thu 10/14/21
110	Substantial Completion - Phase 1 - Tennis Courts	0 days	Thu 10/14/21	Thu 10/14/21
111	Closeouts, Owner Training and Extra Stock Material - Phase 1 - Tennis Courts	0 days	Thu 10/14/21	Thu 10/14/21
112	Architect Punch List Distributed - Phase 1 - Tennis Courts	2 days	Fri 10/15/21	Mon 10/18/21
113	Architect Punch List Worked Off by Contractors - Phase 1 - Tennis Courts	7 days	Tue 10/19/21	Wed 10/27/21
114	Final Clean after Punchlist worked off - Phase 1 - Tennis Courts	1 day	Thu 10/28/21	Thu 10/28/21
115	Final Review by Architect - Phase 1 - Tennis Courts	1 day	Fri 10/29/21	Fri 10/29/21
116	Final Completion - Phase 1 - Tennis Courts	0 days	Fri 10/29/21	Fri 10/29/21



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ESTILL COUNTY HS RENOVATIONS - Revised due to R
Date: Thu 6/17/21 kd

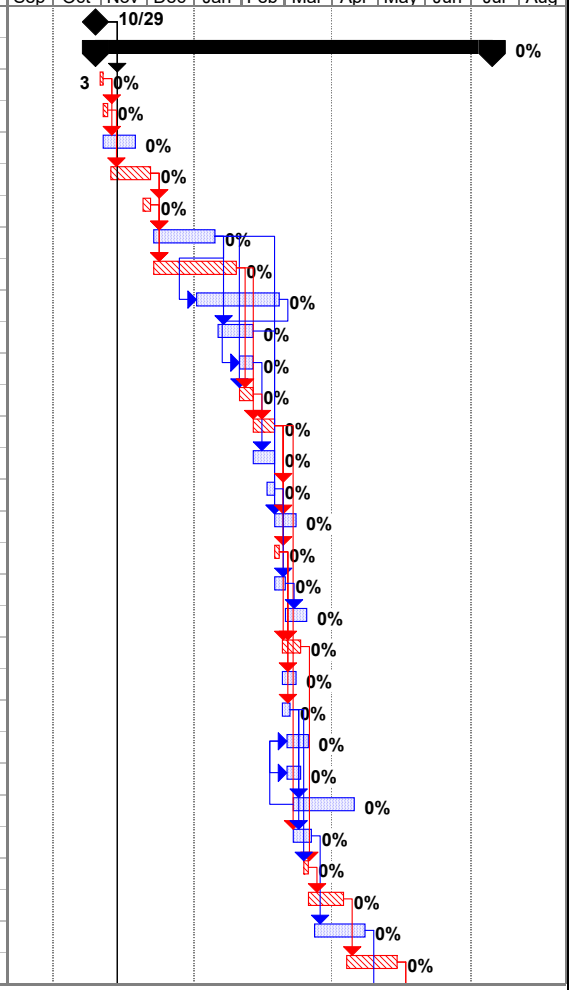
Critical Task Milestone

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EXHIBIT TWO

ESTILL COUNTY HS RENOVATIONS
PHASE 2 - FOOTBALL STADIUM, NEW & EXISTING FIELDHOUSES & GREENHOUSE

ID	Task Name	Duration	Predecessors	Start	Finish
1	Last Home Football Game	0 days		Fri 10/29/21	Fri 10/29/21
2	**FOOTBALL STADIUM**	**185 days**		**Fri 10/29/21**	**Thu 7/14/22**
3	Mobilization - Phase 2 - Football Stadium	2 days	1FS+1 day	Mon 11/1/21	Tue 11/2/21
4	Install BMP mandated work - Phase 2 - Football Stadium	3 days	3	Wed 11/3/21	Fri 11/5/21
5	Site Utility Demolition - Phase 2 - Football Stadium	15 days	3	Wed 11/3/21	Tue 11/23/21
6	Site Demolition (Track, Sidewalks, Drives, Bleachers, Fence Etc) - Phase 2 - Footba	20 days	4	Mon 11/8/21	Fri 12/3/21
7	Strip Topsoil - Phase 2 - Football Stadium	5 days	6FS-5 days	Mon 11/29/21	Fri 12/3/21
8	Site Rough Grading/Mass Excavation - Phase 2 - Football Stadium	30 days	6,7	Mon 12/6/21	Fri 1/14/22
9	Site Storm Line Installation - Phase 2 - Football Stadium	40 days	6,7	Mon 12/6/21	Fri 1/28/22
10	Install Retaining Walls - Phase 2 - Football Stadium	40 days	8FS-10 days	Mon 1/3/22	Fri 2/25/22
11	Site Electrical Line Installation - Phase 2 - Football Stadium	17 days	8	Mon 1/17/22	Tue 2/8/22
12	Site Sanitary Line Installation Base bid - Phase 2 - Football Stadium	7 days	0FS-20 days	Mon 1/31/22	Tue 2/8/22
13	Field Storm System Installation - Phase 2 - Football Stadium	7 days	8,9	Mon 1/31/22	Tue 2/8/22
14	Field Final Grading - Phase 2 - Football Stadium	10 days	9FS-10 days	Wed 2/9/22	Tue 2/22/22
15	Alternate #1 - Sanitary Sewer in Football Stadium only - Phase 2 - Football Stadium	10 days	12	Wed 2/9/22	Tue 2/22/22
16	Install Goal Posts - Phase 2 - Football Stadium	3 days	14FS-3 days	Fri 2/18/22	Tue 2/22/22
17	Stadium Light Poles - Phase 2 - Football Stadium	10 days	8,11,14	Wed 2/23/22	Tue 3/8/22
18	Subgrade Certification Survey - Phase 2 - Football Stadium	3 days	14	Wed 2/23/22	Fri 2/25/22
19	Install Track and Field Landing Pits - Phase 2 - Football Stadium	5 days	16	Wed 2/23/22	Tue 3/1/22
20	Install Shot Put and Discus Work - - Phase 2 - Football Stadium	10 days	19	Wed 3/2/22	Tue 3/15/22
21	Field Base Course Stone - Phase 2 - Football Stadium	10 days	14,18	Mon 2/28/22	Fri 3/11/22
22	Track Header Curb Placement - Phase 2 - Football Stadium	7 days	18	Mon 2/28/22	Tue 3/8/22
23	Track Base Course Stone - Phase 2 - Football Stadium	5 days	18	Mon 2/28/22	Fri 3/4/22
24	Chain Link Fencing - Football Stadium - Phase 2 - Football Stadium	10 days	26SS-2 days	Thu 3/3/22	Wed 3/16/22
25	Install Scoreboard - Phase 2 - Football Stadium	7 days	24SS	Thu 3/3/22	Fri 3/11/22
26	Track and Field Concrete Turn Down Walks/Concrete Pavers - Phase 2 - Football St	30 days	23	Mon 3/7/22	Fri 4/15/22
27	Stadium Seating Concrete Slabs - Phase 2 - Football Stadium	10 days	14,23	Mon 3/7/22	Fri 3/18/22
28	Stone Certification Survey - Phase 2 - Football Stadium	3 days	21,23	Mon 3/14/22	Wed 3/16/22
29	Turf Field Installation - Phase 2 - Football Stadium	17 days	28	Thu 3/17/22	Fri 4/8/22
30	Stadium Bleacher Seating System Installation - Phase 2 - Football Stadium	25 days	27	Mon 3/21/22	Fri 4/22/22
31	Turf Field Striping/Graphics - Phase 2 - Football Stadium	25 days	29	Mon 4/11/22	Fri 5/13/22



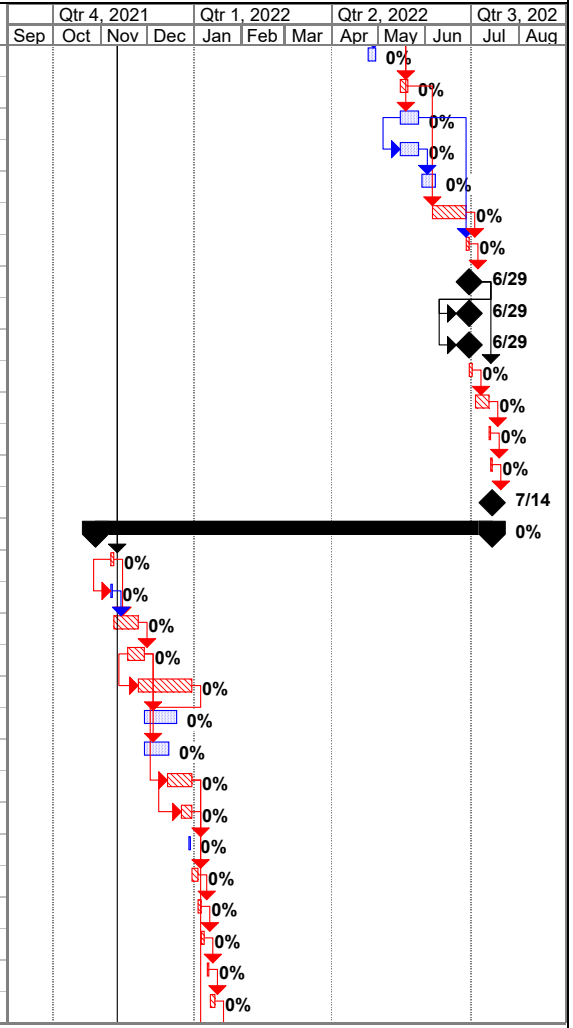
ESTILL COUNTY HS PHASE 7 - Addendum #1
Date: Mon 5/3/21 kd

Critical Task Milestone

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ESTILL COUNTY HS RENOVATIONS
PHASE 2 - FOOTBALL STADIUM, NEW & EXISTING FIELDHOUSES & GREENHOUSE

ID	Task Name	Duration	Predecessors	Start	Finish
32	Stadium Pressbox Installation - Phase 2 - Football Stadium	5 days	30	Mon 4/25/22	Fri 4/29/22
33	Track Base/Surface Course Paving - Phase 2 - Football Stadium	5 days	31	Mon 5/16/22	Fri 5/20/22
34	Athletic Equipment Installation - Football Stadium - Phase 2 - Football Stadium	10 days	31	Mon 5/16/22	Fri 5/27/22
35	Final Site grading/Topsoil - Phase 2 - Football Stadium	10 days	34SS	Mon 5/16/22	Fri 5/27/22
36	Lansdscaping/Grasses - Phase 2 - Football Stadium	7 days	35	Mon 5/30/22	Tue 6/7/22
37	Alternate #4 - Synthetic Surface Track Coating/Stripping - Phase 2 - Football Stadiur	16 days	3FS+10 days	Mon 6/6/22	Mon 6/27/22
38	Pre-Clean before Architect Punchlist - Phase 2 - Football Stadium	2 days	34,37	Tue 6/28/22	Wed 6/29/22
39	Architect Punch List Review - Phase 2 - Football Stadium	0 days	38	Wed 6/29/22	Wed 6/29/22
40	Substantial Completion - Phase 2 - Football Stadium	0 days	39	Wed 6/29/22	Wed 6/29/22
41	Closeouts, Owner Training and Extra Stock Material - Phase 2 - Football Stadium	0 days	39	Wed 6/29/22	Wed 6/29/22
42	Architect Punch List Distributed - Phase 2 - Football Stadium	2 days	39	Thu 6/30/22	Fri 7/1/22
43	Architect Punch List Worked Off by Contractors - Phase 2 - Football Stadium	7 days	42	Mon 7/4/22	Tue 7/12/22
44	Final Clean after Punchlist worked off - Phase 2 - Football Stadium	1 day	43	Wed 7/13/22	Wed 7/13/22
45	Final Review by Architect - Phase 2 - Football Stadium	1 day	44	Thu 7/14/22	Thu 7/14/22
46	Final Completion - Phase 2 - Football Stadium	0 days	45	Thu 7/14/22	Thu 7/14/22
47	**NEW FIELDHOUSE**	**185 days**		**Fri 10/29/21**	**Thu 7/14/22**
48	Mobilization - Phase 2 - New Fieldhouse	2 days	1FS+6 days	Mon 11/8/21	Tue 11/9/21
49	Install BMP mandated work - Phase 2 - New Fieldhouse	1 day	48SS	Mon 11/8/21	Mon 11/8/21
50	Site/Buiding Demolition (Paving/Existing Greenhouse Building) - Phase 2 - Ne	12 days	48,49	Wed 11/10/21	Thu 11/25/21
51	Site Rough Grading - Phase 2 - New Fieldhouse	7 days	50FS-5 days	Fri 11/19/21	Mon 11/29/21
52	Install Retaining Wall Footers/Walls - Phase 2 - New Fieldhouse	25 days	51SS+5 days	Fri 11/26/21	Thu 12/30/21
53	Storm Drainage - Phase 2 - New Fieldhouse	15 days	51	Tue 11/30/21	Mon 12/20/21
54	Install water main and gas line - Phase 2 - New Fieldhouse	12 days	51	Tue 11/30/21	Wed 12/15/21
55	Footers/Stem Walls - Phase 2 - New Fieldhouse	12 days	52FS-12 days	Wed 12/15/21	Thu 12/30/21
56	Underslab Plumbing Rough in - Phase 2 - New Fieldhouse	5 days	55SS+7 days	Fri 12/24/21	Thu 12/30/21
57	Underslab CMU - Phase 2 - New Fieldhouse	1 day	55FS-2 days	Wed 12/29/21	Wed 12/29/21
58	Stone Backfill - Phase 2 - New Fieldhouse	2 days	56	Fri 12/31/21	Mon 1/3/22
59	Underslab Electrical Rough In - Phase 2 - New Fieldhouse	2 days	58	Tue 1/4/22	Wed 1/5/22
60	Slab Prep - Phase 2 - New Fieldhouse	2 days	59	Thu 1/6/22	Fri 1/7/22
61	Slab Placement - Phase 2 - New Fieldhouse	1 day	60	Mon 1/10/22	Mon 1/10/22
62	Hollow Metal Doorframes installation - Phase 2 - New Fieldhouse	3 days	61FS+1 day	Wed 1/12/22	Fri 1/14/22



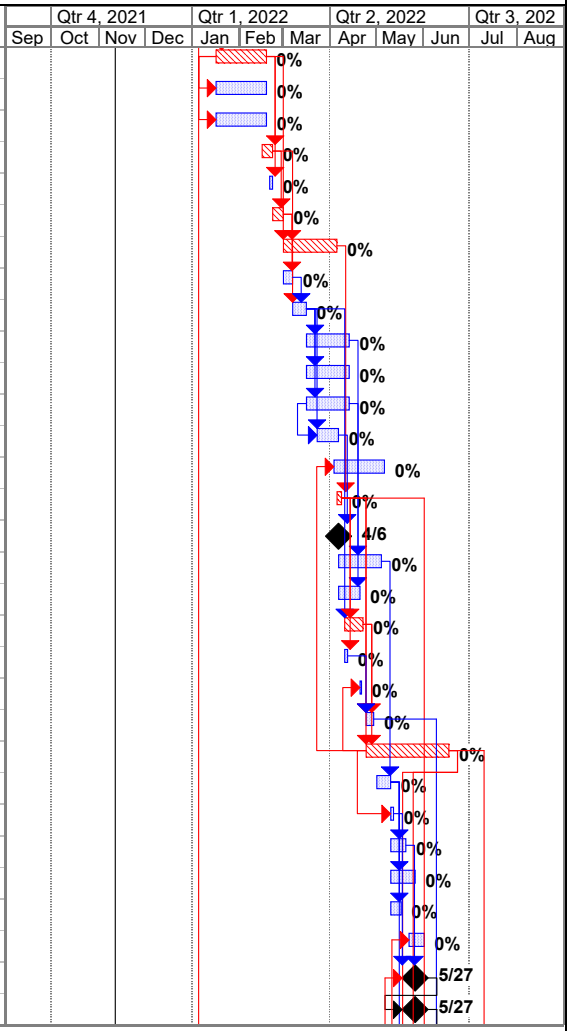
ESTILL COUNTY HS PHASE 7 - Addendum #1
Date: Mon 5/3/21 kd

Critical Task Milestone

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ESTILL COUNTY HS RENOVATIONS
PHASE 2 - FOOTBALL STADIUM, NEW & EXISTING FIELDHOUSES & GREENHOUSE

ID	Task Name	Duration	Predecessors	Start	Finish
63	CMU Walls - Phase 2 - New Fieldhouse	25 days	62	Mon 1/17/22	Fri 2/18/22
64	Plumbing Wall Rough in - Phase 2 - New Fieldhouse	25 days	63SS	Mon 1/17/22	Fri 2/18/22
65	Electrical Wall Rough in - Phase 2 - New Fieldhouse	25 days	63SS	Mon 1/17/22	Fri 2/18/22
66	Roof Wood Blocking - Phase 2 - New Fieldhouse	5 days	63FS-3 days	Wed 2/16/22	Tue 2/22/22
67	Install CMU Base for Owner Provided Metal Lockers - Phase 2 - New Fieldhous	2 days	63	Mon 2/21/22	Tue 2/22/22
68	Roof Wood Truss/Joist Installation - Phase 2 - New Fieldhouse	5 days	66	Wed 2/23/22	Tue 3/1/22
69	Exterior Brick/Stone - Phase 2 - New Fieldhouse	25 days	63,68	Wed 3/2/22	Tue 4/5/22
70	Roof Wood Sheathing installation/inspection - Phase 2 - New Fieldhouse	4 days	68	Wed 3/2/22	Mon 3/7/22
71	Asphalt Shingles - Phase 2 - New Fieldhouse	7 days	66,70	Tue 3/8/22	Wed 3/16/22
72	Electrical Rough-In - Above Ceiling - Phase 2 - New Fieldhouse	20 days	71	Thu 3/17/22	Wed 4/13/22
73	Mechanical/Plumbing Rough in - Above Ceiling - Phase 2 - New Fieldhouse	20 days	71	Thu 3/17/22	Wed 4/13/22
74	Duct installation - Above Ceiling - Phase 2 - New Fieldhouse	20 days	71	Thu 3/17/22	Wed 4/13/22
75	Set Mechanical Units/Tie In - Phase 2 - New Fieldhouse	10 days	74SS+5 days	Thu 3/24/22	Wed 4/6/22
76	Alternate #6 - Ticket Booth Work - Phase 2 - New Fieldhouse	25 days	5SS-15 days	Mon 4/4/22	Fri 5/6/22
77	Clean Brick - Phase 2 - New Fieldhouse	3 days	69	Wed 4/6/22	Fri 4/8/22
78	Permanent Power - Phase 2 - New Fieldhouse	0 days	75	Wed 4/6/22	Wed 4/6/22
79	Gypsum Board walls/soffits/ceilings - Frame/ Hang/Finish - Phase 2 - New Fiel	20 days	72FS-5 days	Thu 4/7/22	Wed 5/4/22
80	Install Mechanical and Plumbing Insulation - Phase 2 - New Fieldhouse	10 days	74FS-5 days	Thu 4/7/22	Wed 4/20/22
81	Metal Fascia Trim/Soffit PanelsGutters/Downspouts - Phase 2 - New Fieldhous	10 days	71,77	Mon 4/11/22	Fri 4/22/22
82	Brick Caulking - Phase 2 - New Fieldhouse	2 days	77	Mon 4/11/22	Tue 4/12/22
83	Install Pipe Bollards - Phase 2 - New Fieldhouse	1 day	85SS-2 days	Thu 4/21/22	Thu 4/21/22
84	Final Grading/Topsoil Placement - Phase 2 - New Fieldhouse	5 days	77,81,82	Mon 4/25/22	Fri 4/29/22
85	Site Concrete - Phase 2 - New Fieldhouse	40 days	77,81	Mon 4/25/22	Fri 6/17/22
86	Block Filler/Primer/1st Coat - Phase 2 - New Fieldhouse	7 days	79FS-3 days	Mon 5/2/22	Tue 5/10/22
87	Relocate Caboose - Phase 2 - New Fieldhouse	2 days	5SS+12 days	Wed 5/11/22	Thu 5/12/22
88	Grilles, Registers, Diffusers - Phase 2 - New Fieldhouse	8 days	86	Wed 5/11/22	Fri 5/20/22
89	Light Fixtures - Phase 2 - New Fieldhouse	12 days	86	Wed 5/11/22	Thu 5/26/22
90	1" x 4" Wood Trim - Phase 2 - New Fieldhouse	5 days	86	Wed 5/11/22	Tue 5/17/22
91	Site Electrical Line Installation - Phase 2 - New Fieldhouse	8 days	3SS-10 days	Mon 5/23/22	Wed 6/1/22
92	Above Ceiling Punch - Engineer - Phase 2 - New Fieldhouse	0 days	0FS-15 days	Fri 5/27/22	Fri 5/27/22
93	Controlled Air - Phase 2 - New Fieldhouse	0 days	92	Fri 5/27/22	Fri 5/27/22



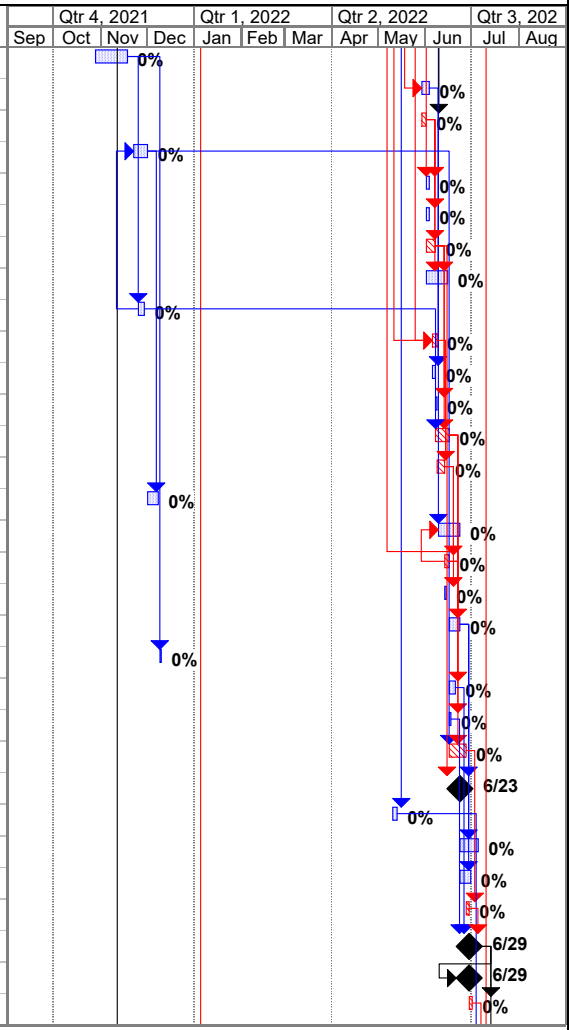
ESTILL COUNTY HS PHASE 7 - Addendum #1
Date: Mon 5/3/21 kd

Critical Task Milestone

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ESTILL COUNTY HS RENOVATIONS
PHASE 2 - FOOTBALL STADIUM, NEW & EXISTING FIELDHOUSES & GREENHOUSE

ID	Task Name	Duration	Predecessors	Start	Finish
94	Rear of Building Demo steps/walls - New Retaining Wall, Curb and Asphalt Pav	15 days		Fri 10/29/21	Thu 11/18/21
95	Install Permeable Concrete Pavers - Phase 2 - New Fieldhouse	5 days	5FS-15 days	Mon 5/30/22	Fri 6/3/22
96	Work off Above Ceiling Punchlist - Contractors - Phase 2 - New Fieldhouse	3 days	93FS+1 day	Mon 5/30/22	Wed 6/1/22
97	Plumbing Fixtures - Phase 2 - New Fieldhouse	7 days	02SS-3 days	Tue 11/23/21	Wed 12/1/21
98	SF Doors/Glass - Phase 2 - New Fieldhouse	2 days	77,96	Thu 6/2/22	Fri 6/3/22
99	Door Frame Paint - 1 Coat - Phase 2 - New Fieldhouse	2 days	96	Thu 6/2/22	Fri 6/3/22
100	Final Coat Paint - Walls/Ceilings - Phase 2 - New Fieldhouse	4 days	96	Thu 6/2/22	Tue 6/7/22
101	Electrical Devices/Systems - Phase 2 - New Fieldhouse	10 days	00FS-5 days	Thu 6/2/22	Wed 6/15/22
102	Casework - Phase 2 - New Fieldhouse	2 days	94FS+5 days	Fri 11/26/21	Mon 11/29/21
103	install Stone Base for Asphalt - Phase 2 - New Fieldhouse	3 days	5FS-10 days	Mon 6/6/22	Wed 6/8/22
104	Gravel Paving - Phase 2 - New Fieldhouse	2 days	95	Mon 6/6/22	Tue 6/7/22
105	Interior Signage - Phase 2 - New Fieldhouse	1 day	100	Wed 6/8/22	Wed 6/8/22
106	Doors & Hardware - Phase 2 - New Fieldhouse	7 days	100,102	Wed 6/8/22	Thu 6/16/22
107	Install Curb/Gutter - Phase 2 - New Fieldhouse	3 days	103	Thu 6/9/22	Mon 6/13/22
108	Toilet Partitions and Accessories - Phase 2 - New Fieldhouse	5 days	97	Thu 12/2/21	Wed 12/8/21
109	Landscaping - Phase 2 - New Fieldhouse	10 days	10SS-2 days	Fri 6/10/22	Thu 6/23/22
110	Install Asphalt Paving - Binder Course - Phase 2 - New Fieldhouse	3 days	107	Tue 6/14/22	Thu 6/16/22
111	Relocate RR Crossing Arm - Phase 2 - New Fieldhouse	1 day	107	Tue 6/14/22	Tue 6/14/22
112	Install Asphalt Paving - Surface Coat, Stripping & Wheel Stops - Phase 2 - New	5 days	110	Fri 6/17/22	Thu 6/23/22
113	Air Balance - Phase 2 - New Fieldhouse	1 day	4FS+15 days	Fri 12/10/21	Fri 12/10/21
114	Doorframe Paint - 2nd Coat - Phase 2 - New Fieldhouse	2 days	106	Fri 6/17/22	Mon 6/20/22
115	Install Door Glass - Phase 2 - New Fieldhouse	1 day	106	Fri 6/17/22	Fri 6/17/22
116	Paint/Seal Floors - Phase 2 - New Fieldhouse	7 days	97,106	Fri 6/17/22	Mon 6/27/22
117	Contractor turn over all local/state inspections to Codell - Phase 2 - New Fieldh	0 days	112,100	Thu 6/23/22	Thu 6/23/22
118	Install Flag Poles - Phase 2 - New Fieldhouse	3 days	86	Wed 5/11/22	Fri 5/13/22
119	Alternate #2 - Curb/Asphalt Sealing/Stripping Rear Parking Lot - Phase 2 - New	8 days	112	Fri 6/24/22	Tue 7/5/22
120	Install Chain Link Fencing - Phase 2 - New Fieldhouse	5 days	112	Fri 6/24/22	Thu 6/30/22
121	Pre-Clean before Architect Punchlist - Phase 2 - New Fieldhouse	2 days	116	Tue 6/28/22	Wed 6/29/22
122	Architect Punch List Review - Phase 2 - New Fieldhouse	0 days	114,115,121	Wed 6/29/22	Wed 6/29/22
123	Closeouts, Owner Training and Extra Stock Material 100% Complete- Phase 2	0 days	122	Wed 6/29/22	Wed 6/29/22
124	Architect Punch List Distributed - Phase 2 - New Fieldhouse	2 days	122	Thu 6/30/22	Fri 7/1/22



ESTILL COUNTY HS PHASE 7 - Addendum #1
Date: Mon 5/3/21 kd

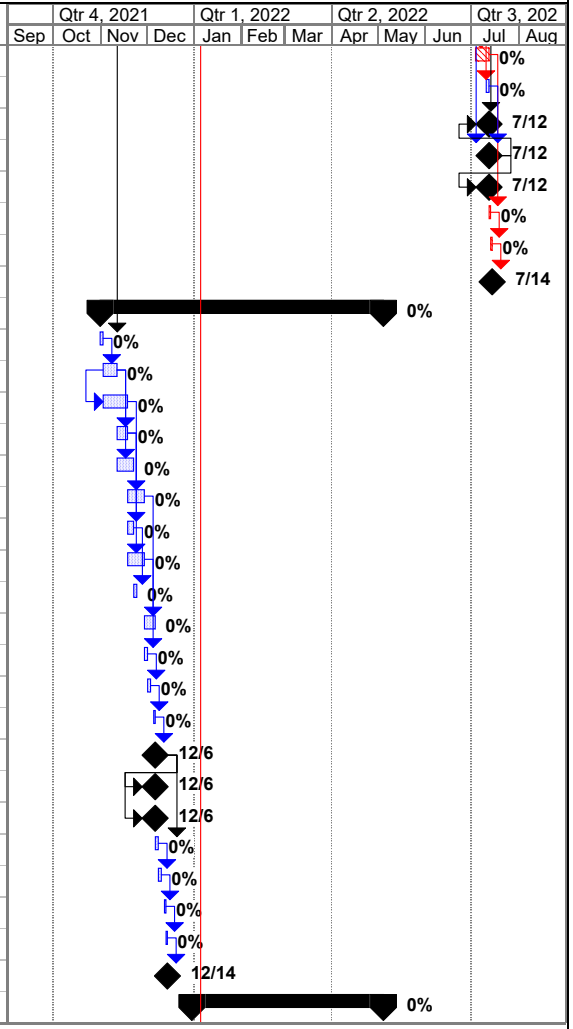
Critical Task Milestone

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EXHIBIT TWO

ESTILL COUNTY HS RENOVATIONS
PHASE 2 - FOOTBALL STADIUM, NEW & EXISTING FIELDHOUSES & GREENHOUSE

ID	Task Name	Duration	Predecessors	Start	Finish
125	Architect Punch List Worked Off by Contractors - Phase 2 - New Fieldhouse	7 days	124	Mon 7/4/22	Tue 7/12/22
126	Install Guardrail/Handrail - Phase 2 - New Fieldhouse	2 days	5FS+15 days	Mon 7/11/22	Tue 7/12/22
127	Substantial Completion - Phase 2 - New Fieldhouse	0 days	122,128	Tue 7/12/22	Tue 7/12/22
128	State Building Inspector - Phase 2 - New Fieldhouse	0 days	118FS+1 day	Tue 7/12/22	Tue 7/12/22
129	Certificate of Occupancy - Phase 2 - New Fieldhouse	0 days	128	Tue 7/12/22	Tue 7/12/22
130	Final Clean after Punchlist worked off - Phase 2 - New Fieldhouse	1 day	125	Wed 7/13/22	Wed 7/13/22
131	Final Review by Architect - Phase 2 - New Fieldhouse	1 day	130	Thu 7/14/22	Thu 7/14/22
132	Final Completion - Phase 2 - New Fieldhouse	0 days	131	Thu 7/14/22	Thu 7/14/22
133	**EXISTING FIELDHOUSE**	**133 days**		**Mon 11/1/21**	**Wed 5/4/22**
134	Mobilization - Phase 2 - Existing Fieldhouse	2 days	1FS+1 day	Mon 11/1/21	Tue 11/2/21
135	Demolition Work (wallls, doors, lockers, roof work) - Phase 2 - Existing Fie	7 days	134	Wed 11/3/21	Thu 11/11/21
136	Recoat Existing roof, fascia and trim - Phase 2 - Existing Fieldhouse	12 days	135SS	Wed 11/3/21	Thu 11/18/21
137	CMU work at infill areas - Phase 2 - Existing Fieldhouse	5 days	135	Fri 11/12/21	Thu 11/18/21
138	Reconfigure Lighting layout, add switches and exit signs - Phase 2 - Existir	7 days	135	Fri 11/12/21	Mon 11/22/21
139	Install New Gutter/Downspouts - Phase 2 - Existing Fieldhouse	7 days	136	Fri 11/19/21	Mon 11/29/21
140	Install New doorframes - Phase 2 - Existing Fieldhouse	2 days	137	Fri 11/19/21	Mon 11/22/21
141	Metal Stud Framing/Drywalll/Finish - Phase 2 - Existing Fieldhouse	7 days	137	Fri 11/19/21	Mon 11/29/21
142	Install Doors/Hardware - Phase 2 - Existing Fieldhouse	2 days	140	Tue 11/23/21	Wed 11/24/21
143	Tie-in new downspouts to storm drainage - Phase 2 - Existing Fieldhouse	5 days	139	Tue 11/30/21	Mon 12/6/21
144	Paint Walls, Frames, Doors - Phase 2 - Existing Fieldhouse	2 days	141	Tue 11/30/21	Wed 12/1/21
145	Relocate Lockers - Phase 2 - Existing Fieldhouse	2 days	144	Thu 12/2/21	Fri 12/3/21
146	Pre-Clean before Architect Punchlist - Phase 2 - Existing Fieldhouse	1 day	145	Mon 12/6/21	Mon 12/6/21
147	Architect Punch List Review - Phase 2 - Existing Fieldhouse	0 days	146	Mon 12/6/21	Mon 12/6/21
148	Substantial Completion - Phase 2 - Existing Fieldhouse	0 days	147	Mon 12/6/21	Mon 12/6/21
149	Closeouts, Owner Training and Extra Stock Material - Phase 2 - Existing F	0 days	147	Mon 12/6/21	Mon 12/6/21
150	Architect Punch List Distributed - Phase 2 - Existing Fieldhouse	2 days	147	Tue 12/7/21	Wed 12/8/21
151	Architect Punch List Worked Off by Contractors - Phase 2 - Existing Fieldh	2 days	150	Thu 12/9/21	Fri 12/10/21
152	Final Clean after Punchlist worked off - Phase 2 - Existing Fieldhouse	1 day	151	Mon 12/13/21	Mon 12/13/21
153	Final Review by Architect - Phase 2 - Existing Fieldhouse	1 day	152	Tue 12/14/21	Tue 12/14/21
154	Final Completion - Phase 2 - Existing Fieldhouse	0 days	153	Tue 12/14/21	Tue 12/14/21
155	**GREENHOUSE**	**89 days**		**Fri 12/31/21**	**Wed 5/4/22**



ESTILL COUNTY HS PHASE 7 - Addendum #1
Date: Mon 5/3/21 kd

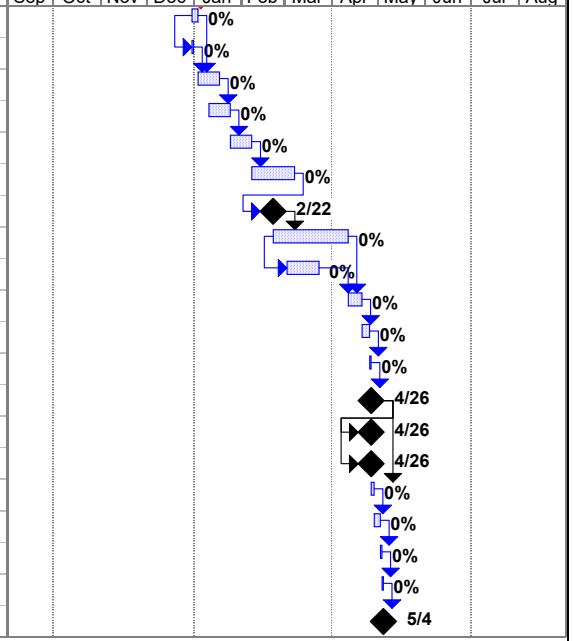
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EXHIBIT TWO

ESTILL COUNTY HS RENOVATIONS
PHASE 2 - FOOTBALL STADIUM, NEW & EXISTING FIELDHOUSES & GREENHOUSE

ID	Task Name	Duration	Predecessors	Start	Finish
156	Mobilization - Phase 2 - Greenhouse	2 days	55	Fri 12/31/21	Mon 1/3/22
157	Install BMP mandated work - Phase 2 - Greenhouse	1 day	156SS	Fri 12/31/21	Fri 12/31/21
158	Site Demolition (Asphalt) - Phase 2 - Greenhouse	10 days	156,157	Tue 1/4/22	Mon 1/17/22
159	Site Mass Excavaton/Rough Grading - Phase 2 - Greenhouse	10 days	58FS-5 days	Tue 1/11/22	Mon 1/24/22
160	Install Storm Drainage - Phase 2 - Greenhouse	10 days	159	Tue 1/25/22	Mon 2/7/22
161	Install Footers/Stem Walls/Slab - Phase 2 - Greenhouse	20 days	160	Tue 2/8/22	Mon 3/7/22
162	Delivery of Greenhouse - Phase 2 - Greenhouse	0 days	61FS-10 days	Tue 2/22/22	Tue 2/22/22
163	Install Greenhouse- Phase 2 - Greenhouse	35 days	162	Tue 2/22/22	Mon 4/11/22
164	MEP Work- Phase 2 - Greenhouse	15 days	63SS+7 days	Thu 3/3/22	Wed 3/23/22
165	Site Concrete - Phase 2 - Greenhouse	7 days	163,164	Tue 4/12/22	Wed 4/20/22
166	Final Grading/Topsoil/Seed/Straw - Phase 2 - Greenhouse	3 days	165	Thu 4/21/22	Mon 4/25/22
167	Pre-Clean before Architect Punchlist - Phase 2 - Greenhouse	1 day	166	Tue 4/26/22	Tue 4/26/22
168	Architect Punch List Review - Phase 2 - Greenhouse	0 days	167	Tue 4/26/22	Tue 4/26/22
169	Substantial Completion - Phase 2 - Greenhouse	0 days	168	Tue 4/26/22	Tue 4/26/22
170	Closeouts, Owner Training and Extra Stock Material - Phase 2 - Gree	0 days	168	Tue 4/26/22	Tue 4/26/22
171	Architect Punch List Distributed - Phase 2 - Greenhouse	2 days	168	Wed 4/27/22	Thu 4/28/22
172	Architect Punch List Worked Off by Contractors - Phase 2 - Greenhou	2 days	171	Fri 4/29/22	Mon 5/2/22
173	Final Clean after Punchlist worked off - Phase 2 - Greenhouse	1 day	172	Tue 5/3/22	Tue 5/3/22
174	Final Review by Architect - Phase 2 - Greenhouse	1 day	173	Wed 5/4/22	Wed 5/4/22
175	Final Completion - Phase 2 - Greenhouse	0 days	174	Wed 5/4/22	Wed 5/4/22



ESTILL COUNTY HS PHASE 7 - Addendum #1
Date: Mon 5/3/21 kd

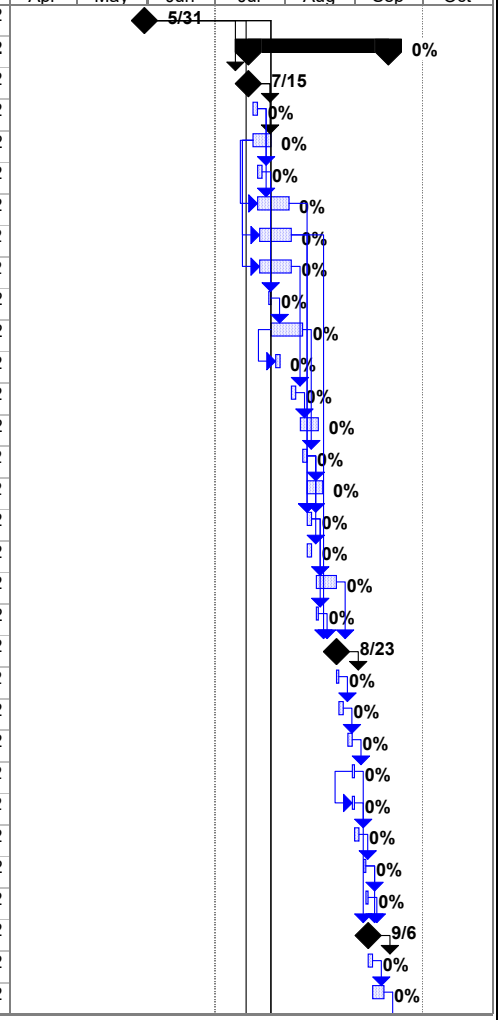
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EXHIBIT TWO

ESTILL COUNTY HS RENOVATIONS
PHASE 3 - INTERIOR WORK @ HS

ID	Task Name	Duration	Predecessors	Start	Finish
1	Last Day of School Spring 2022	0 days		Tue 5/31/22	Tue 5/31/22
2	**PHASE 3 - LOWER LEVEL**	**44 days**		**Fri 7/15/22**	**Thu 9/15/22**
3	Mobilization - Lower Level	0 days	1FS+34 days	Fri 7/15/22	Fri 7/15/22
4	Interior Demolition of walls, doors, flooring, ceilings etc… - Lower Level	2 days	3	Mon 7/18/22	Tue 7/19/22
5	MEP Demolition - Lower Level	6 days	3	Mon 7/18/22	Mon 7/25/22
6	Pour concrete header above new door opening - Lower Level	2 days	4	Wed 7/20/22	Thu 7/21/22
7	Electrical Above Ceiling Rough in - Lower Level	10 days	4,5SS+2 days	Wed 7/20/22	Tue 8/2/22
8	Mechanical Piping, duct installation and HVAC equipment	10 days	5SS+3 days	Thu 7/21/22	Wed 8/3/22
9	Plumbing Rough in - Lower Level	10 days	5SS+3 days	Thu 7/21/22	Wed 8/3/22
10	Hollow Metal Doorframes installation - Lower Level	1 day	6FS+1 day	Mon 7/25/22	Mon 7/25/22
11	Install Gypsum board framing/hanging/finishing - Lower Level	10 days	10	Tue 7/26/22	Mon 8/8/22
12	Electrical in wall rough in - Lower Level	2 days	11SS+2 days	Thu 7/28/22	Fri 7/29/22
13	Install Vanity - Lower Level	2 days	9	Thu 8/4/22	Fri 8/5/22
14	Install Plumbing Fixtures - Lower Level	6 days	13	Mon 8/8/22	Mon 8/15/22
15	Paint - Primer and 1st Coat - Lower Level	2 days	11	Tue 8/9/22	Wed 8/10/22
16	Electrical Systems/Devices - Lower Level	5 days	15	Thu 8/11/22	Wed 8/17/22
17	Install Ceiling Grid - Lower Level	2 days	15,7,8	Thu 8/11/22	Fri 8/12/22
18	Install toilet accessories - Lower Level	2 days	15	Thu 8/11/22	Fri 8/12/22
19	Install Light Fixtures - Lower Level	7 days	17	Mon 8/15/22	Tue 8/23/22
20	Re-work Sprinkler Heads - Lower Level	1 day	17	Mon 8/15/22	Mon 8/15/22
21	Above Ceiling Inspection - Lower Level	0 days	19,8,20	Tue 8/23/22	Tue 8/23/22
22	Work off Above Ceiling Punchlist - Lower Level	1 day	21	Wed 8/24/22	Wed 8/24/22
23	Install Ceiling Tile - Lower Level	2 days	22	Thu 8/25/22	Fri 8/26/22
24	Install Flooring/Base - Lower Level	2 days	23	Mon 8/29/22	Tue 8/30/22
25	Paint - Final Coat - Lower Level	1 day	24	Wed 8/31/22	Wed 8/31/22
26	Doorframe Paint - Lower Level	1 day	25SS	Wed 8/31/22	Wed 8/31/22
27	Install Doors/Hardware - Lower Level	2 days	25	Thu 9/1/22	Fri 9/2/22
28	Install Door Glass - Lower Level	1 day	27	Mon 9/5/22	Mon 9/5/22
29	Pre-Clean before Architect Punchlist - Lower Level	1 day	28	Tue 9/6/22	Tue 9/6/22
30	Architect Punch List Review - Lower Level	0 days	29,26,28	Tue 9/6/22	Tue 9/6/22
31	Architect Punch List Distributed - Lower Level	2 days	30	Wed 9/7/22	Thu 9/8/22
32	Architect Punch List Worked Off by Contractors - Lower Level	3 days	31	Fri 9/9/22	Tue 9/13/22



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ESTILL COUNTY HS RENOVATIONS - Revised due to R
Date: Thu 6/17/21 kd

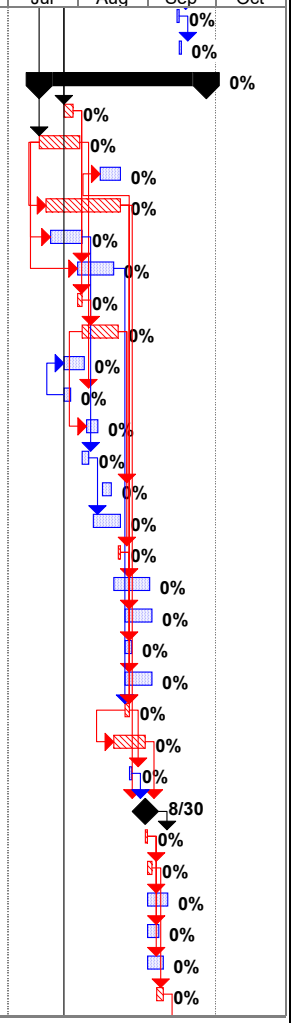
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EXHIBIT TWO

ESTILL COUNTY HS RENOVATIONS
PHASE 3 - INTERIOR WORK @ HS

ID	Task Name	Duration	Predecessors	Start	Finish
33	Final Clean after Punchlist worked off - Lower Level	1 day	32	Wed 9/14/22	Wed 9/14/22
34	Final Review by Architect	1 day	33	Thu 9/15/22	Thu 9/15/22
35	**PHASE 3 - 1ST FLOOR**	**52 days?**		**Fri 7/15/22**	**Mon 9/26/22**
36	Interior Demolition of walls, doors, flooring, ceilings etc… - 1st Floor	4 days	1FS+40 days	Tue 7/26/22	Fri 7/29/22
37	MEP Demolition - 1st Floor	12 days	1FS+33 days	Fri 7/15/22	Mon 8/1/22
38	Installl Basketball Goals - 1st Floor	7 days	39FS-7 days	Thu 8/11/22	Fri 8/19/22
39	Mechanical Piping, duct installation, insulation, controls and HVAC equipment - 1st F	25 days	37SS+1 day	Mon 7/18/22	Fri 8/19/22
40	Plumbing Rough in - 1st Floor	10 days	37SS+3 days	Wed 7/20/22	Tue 8/2/22
41	Electrical Above Ceiling Rough in - 1st Floor	12 days	36,37SS+2 days	Mon 8/1/22	Tue 8/16/22
42	Hollow Metal Doorframes installation in CMU walls/CMU infill - 1st Floor	2 days	36	Mon 8/1/22	Tue 8/2/22
43	Install Gypsum board framing/hanging/finishing - 1st Floor	12 days	42	Wed 8/3/22	Thu 8/18/22
44	Roof work	7 days	45SS	Tue 7/26/22	Wed 8/3/22
45	Set new curbs/Rooftop Units	3 days	37FS-5 days	Tue 7/26/22	Thu 7/28/22
46	Electrical in wall rough in - 1st Floor	3 days	43SS+2 days	Fri 8/5/22	Tue 8/9/22
47	Install Vanity - 1st Floor	3 days	40	Wed 8/3/22	Fri 8/5/22
48	Install knock down HM door frames in metal stud walls - 1st Floor	2 days	43FS-5 days	Fri 8/12/22	Mon 8/15/22
49	Install Plumbing Fixtures - 1st Floor	10 days	47	Mon 8/8/22	Fri 8/19/22
50	Paint - Primer and 1st Coat - 1st Floor	1 day?	43	Fri 8/19/22	Fri 8/19/22
51	Patch/Paint walls/floors where MEP work occurred	12 days	39FS-3 days	Wed 8/17/22	Thu 9/1/22
52	Electrical Systems/Devices - 1st Floor	10 days	50	Mon 8/22/22	Fri 9/2/22
53	Install toilet accessories - 1st Floor	3 days	50	Mon 8/22/22	Wed 8/24/22
54	Painit Ductwork - Gym - 1at Floor	10 days	39	Mon 8/22/22	Fri 9/2/22
55	Install New Ceiling Grid - 1st Floor	2 days	39,41,50	Mon 8/22/22	Tue 8/23/22
56	Install Light Fixtures - 1st Floor	10 days	55SS-3 days	Wed 8/17/22	Tue 8/30/22
57	Re-work Sprinkler Heads - 1st Floor	1 day	55	Wed 8/24/22	Wed 8/24/22
58	Above Ceiling Inspection - 1st Floor	0 days	39,56,57	Tue 8/30/22	Tue 8/30/22
59	Work off Above Ceiling Punchlist - 1st Floor	1 day	58	Wed 8/31/22	Wed 8/31/22
60	Install New Ceiling Tile - 1st Floor	2 days	59	Thu 9/1/22	Fri 9/2/22
61	Install Aluminum Storefront doors and glass - 1st Floor	7 days	59	Thu 9/1/22	Fri 9/9/22
62	Install Casework - 1st Floor	3 days	59	Thu 9/1/22	Mon 9/5/22
63	Reinstall Existing Ceiling Tile - 1st Floor	5 days	59	Thu 9/1/22	Wed 9/7/22
64	Install Flooring/Base - 1st Floor	3 days	60	Mon 9/5/22	Wed 9/7/22



]
ESTILL COUNTY HS RENOVATIONS - Revised due to R
Date: Thu 6/17/21 kd

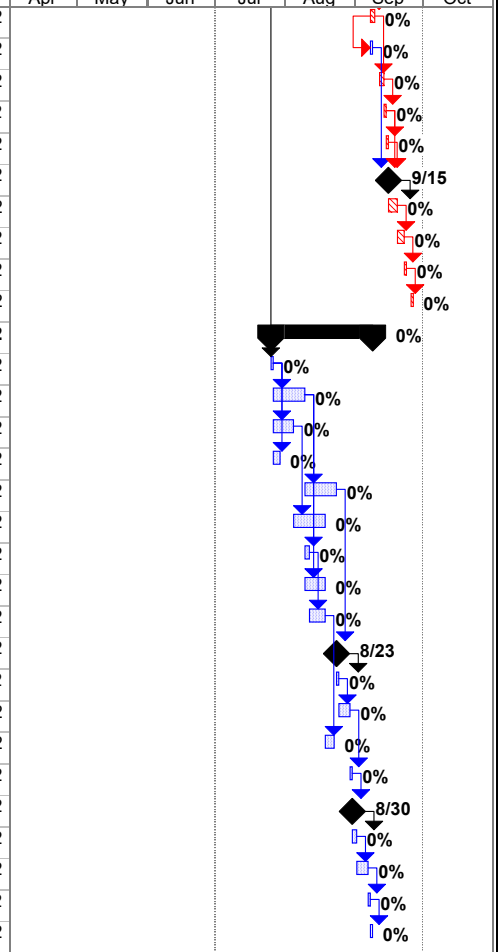
Critical Task Milestone

Items incidental to each task shown are to be incorporated into this schedule. This schedule is based on working days and acknowledge the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas

EXHIBIT TWO

ESTILL COUNTY HS RENOVATIONS
PHASE 3 - INTERIOR WORK @ HS

ID	Task Name	Duration	Predecessors	Start	Finish
65	Paint - Final Coat - 1st Floor	2 days	64	Thu 9/8/22	Fri 9/9/22
66	Doorframe Paint - 1st Floor	1 day	65SS	Thu 9/8/22	Thu 9/8/22
67	Install Doors/Hardware - 1st Floor	2 days	65	Mon 9/12/22	Tue 9/13/22
68	Install Door Glass - 1st Floor	1 day	67	Wed 9/14/22	Wed 9/14/22
69	Pre-Clean before Architect Punchlist - 1st Floor	1 day	68	Thu 9/15/22	Thu 9/15/22
70	Architect Punch List Review - 1st Floor	0 days	66,68,69	Thu 9/15/22	Thu 9/15/22
71	Architect Punch List Distributed - 1st Floor	2 days	70	Fri 9/16/22	Mon 9/19/22
72	Architect Punch List Worked Off by Contractors - 1st Floor	3 days	71	Tue 9/20/22	Thu 9/22/22
73	Final Clean after Punchlist worked off - 1st Floor	1 day	72	Fri 9/23/22	Fri 9/23/22
74	Final Review by Architect -1st Floor	1 day	73	Mon 9/26/22	Mon 9/26/22
75	**PHASE 3 - 2ND FLOOR**	**33 days**		**Tue 7/26/22**	**Thu 9/8/22**
76	Interior Demolition of doors and frames - 2nd Floor	1 day	1FS+40 days	Tue 7/26/22	Tue 7/26/22
77	Plumbing Rough in/Insulation- 2nd Floor	10 days	76	Wed 7/27/22	Tue 8/9/22
78	Electrical Above Ceiling/Wall Rough in - 2nd Floor	7 days	76	Wed 7/27/22	Thu 8/4/22
79	Patch/Paint where Hollow Metal Doorframes removed - 2nd Floor	3 days	76	Wed 7/27/22	Fri 7/29/22
80	Mechanical Control Work - 2nd Floor	10 days	77	Wed 8/10/22	Tue 8/23/22
81	Electrical Systems/Devices - 2nd Floor	10 days	78	Fri 8/5/22	Thu 8/18/22
82	Install Vanity - 2nd Floor	2 days	77	Wed 8/10/22	Thu 8/11/22
83	Patch/Paint walls/floors/ceilings where MEP work occurred - 2nd Floor	7 days	77	Wed 8/10/22	Thu 8/18/22
84	Install Plumbing Fixtures - 2nd Floor	5 days	82	Fri 8/12/22	Thu 8/18/22
85	Above Ceiling Inspection - 2nd Floor	0 days	80	Tue 8/23/22	Tue 8/23/22
86	Work off Above Ceiling Punchlist - 2nd Floor	1 day	85	Wed 8/24/22	Wed 8/24/22
87	Reinstall Existing Ceiling Tile - 2nd Floor	3 days	86	Thu 8/25/22	Mon 8/29/22
88	Install toilet accessories - 2nd Floor	2 days	84	Fri 8/19/22	Mon 8/22/22
89	Pre-Clean before Architect Punchlist - 2nd Floor	1 day	87	Tue 8/30/22	Tue 8/30/22
90	Architect Punch List Review - 2nd Floor	0 days	89	Tue 8/30/22	Tue 8/30/22
91	Architect Punch List Distributed - 2nd Floor	2 days	90	Wed 8/31/22	Thu 9/1/22
92	Architect Punch List Worked Off by Contractors - 2nd Floor	3 days	91	Fri 9/2/22	Tue 9/6/22
93	Final Clean after Punchlist worked off - 2nd Floor	1 day	92	Wed 9/7/22	Wed 9/7/22
94	Final Review by Architect - 2nd Floor	1 day	93	Thu 9/8/22	Thu 9/8/22



]
ESTILL COUNTY HS RENOVATIONS - Revised due to R
Date: Thu 6/17/21 kd

Critical Task Milestone

Items incidental to each task shown are to be incorporated into this schedule. This schedule is based on working days and acknowledge the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, & Christmas

Bastin Painting	BP #8	
BID AMOUNT		$92,985.00
ALTERNATE #6		$1,900.00
Total Bid Amount		$94,885.00
MATERIAL BREAKOUTS	Farrell Calhoun Paint	$14,000.00
	Total PO's	$14,000.00
CONTRACT AMOUNT		$80,885.00

CODELL
CONSTRUCTION MANAGEMENT SINCE 1908
100 YEARS

4475 Rockwell Road
P.O. Box 17 Winchester, KY 40392
859.744.2222 Fax: 859.744.2225
www.codellconstruction.com

Project Name: *ESTILL COUNTY PHASE 7 UPGRADES*

Approval of your bid by the Owner and/or Codell Construction Company requires confirmation that all work included in your bid package is covered in your base bid as well as any applicable alternates. Additionally, confirmation that there are no questions as to responsibility of scope is required. This confirmation serves as your post bid interview and confirms you are comfortable with your bid and prepared to enter into an agreement with the Estill County Board of Education. Please initial below, Sign and return via email to kdavis@codellconstruction.com

1. All work described in your bid package is included in your form of proposal ✓
2. There are no questions regarding your scope or schedule responsibility ✓
3. There are no exclusions in your form of proposal ✓
4. You are comfortable with your bid and prepared to enter into a contract ✓

Print Name: D. Shane Bastin

Signature: _____

Company Name: Bastin Painting, Inc.

Bid Package #: 8

Date: 6-14-21

KENTUCKY DEPARTMENT OF EDUCATION **FORM OF PROPOSAL**
702 KAR 4:160

BG No. 21-055

Date: 5-20-2021 To: (Owner) Estill Co BOE

Project Name: Estill HS Phase 7 Upgrades Bid Package No. 8-paint

City, County: Irvine, Estill

Name of Contractor: Bastin Painting, Inc.

Mailing Address: PO Box 1692, Danville, Ky 40423

Business Address: 406 Grant St., Danville, Ky 40422 Telephone: 859-236-2850

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, and 5 (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:

$92,985.00
Use Figures

Ninety two thousand nine hundred eighty five 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	Sanitary Line Repair			☐
Alt. Bid No. 2	HS Parking Lot Upgrades			☐
Alt. Bid No. 3	Asphalt at Baseball & Softball Main Drive			☐
Alt. Bid No. 4	Track Surface			☐
Alt. Bid No. 5	Additional Baseball & Softball Parking			☐
Alt. Bid No. 6	Ticket Booth Building	$1,900.00		☐
Alt. Bid No. 7	Turf Pad at Stadium Field			☐
Alt. Bid No. 8	Tennis Court Lighting			☐
Alt. Bid No. 9	Masonry Stain	$119,840.00		☐
Alt. Bid No. 10	Owner Preferred Hardware			☐

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.

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1.	Earthwork	
2.	As Built Surveyor	
3.	Bituminous Dampproofing	
4.	Cast-In-Place Concrete – Footings, Walls, Slabs, Columns	
5.	Structural Steel	
6.	Metal Decking	
7.	Underslab Vapor Barrier	
8.	Storm Drainage	
9.	Asphalt Pavement	
10.	Exterior Concrete - Pavement and Curbs	
11.	Permeable Pavers	
12.	Synthetic Turf, Pad and Infill Installer	
13.	Synthetic Turf base, Drainage & Grading	
14.	Asphalt Color Coating (Tennis Courts)	
15.	Polyresin Track System	
16.	Segmental Retaining Walls	
17.	Chain Link/Ornamental Fencing	

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the Contractor)
18.	Exterior Athletic Equipment	
19.	Rail Car Relocation	
20.	Landscaping Lawns and Grasses	
21.	Artificial Turf	
22.	Polyresin Track System	
23.	Athletic Field Sound Systems	
24.	Asphalt Shingles	
25.	Metal Panels	
26.	Bleacher Seating System	
27.	Greenhouse	
28.	Grandstand Seating System	
29.	Door Hardware	
30.	Modular Pressbox	
31.	HVAC	
32.	Plumbing	
33.	Sheet Metal	
34.	Air and Hydronic Balance	
35.	Temperature Controls	
36.	Water Treatment	
37.	Automatic Sprinkler System	
38.	Electrical	
39.	Electrical - Low Voltage	
40.	Fire Alarm Installer	

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.

	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY (to be filled out by the Architect or Contractor)	SUPPLIER (to be filled out by the Contractor)	MANUFACTURER (to be filled out by the Contractor)
1.	Asphalt Pavement		
2.	Flowable Fill/Lean Concrete		
3.	Vertical Below Grade Waterproofing		
4.	Concrete		
5.	Greenhouse		
6.	Concrete Unit Masonry		
7.	Structural Steel		
8.	Steel Joist		
9.	Metal Decking		
10.	Metal Stairs/Fabrications		
11.	Underslab Waterproofing and Vapor Barrier		
12.	Metal Studs		
13.	Bituminous Dampproofing		
14.	Storm Drainage Piping		
15.	Storm Drainage Structures		
16.	Permeable Pavers		
17.	Asphalt Color Coating (Tennis Courts)		
18.	Athletic Equipment - Exterior		

	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY (to be filled out by the Architect or Contractor)	SUPPLIER (to be filled out by the Contractor)	MANUFACTURER (to be filled out by the Contractor)
19.	Segmental Retaining Walls		
20.	Landscaping		
21.	Chain Link/Ornamental Fencing		
22.	Component Aluminum Railings		
23.	Flag Pole		
24.	Synthetic Turf		
25.	Polyresin Track System		
26.	Signage		
27.	Grandstand Seating		
28.	Brick		
29.	Metal Panel		
30.	Bleacher Seating		
31.	Modular Pressbox		
32.	Storefront System		
33.	Spray on Thermal Insulation		
34.	Lighting Fixtures (attach list as required)		
35.	Telephone/Data Equipment		
36.	Fire Alarm Systems		
37.	Wiring Systems		
38.	HVAC Units		
39.	Pumps and Accessories		
40.	Sprinkler Heads		

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.	Trench Earth Excavation & Off Site Disposal		CY
2.	Trench Earth Excavation & On Site Disposal		CY
3.	DGA, Installed and Compacted		CY
4.	#2 Stone, Installed and Compacted		CY.
5.	1,500 psi Lean Concrete		CY
6.	Bituminous Damproofing		SF.
7.	Concrete in-place footings (earth forms and formed edges) with reinforcing		/CY
8.	Underslab vapor barrier		/SF
9.	Slab-on-grade (each Type)		/SF
10.	Footing, Stem wall and reinforcing		/LF
11.	Slab-on-grade (each Type)		/SF
12.	8" Reinforced CMU wall		/SF
13.	Structural Steel (W-, HSS - shapes), Erected		/LB
14.	Miscellaneous Steel (C-, L- shapes, angles, embed plates, kickers), Erected		/LB
15.	1-1/2 inch, Type B, Steel roof deck, galvanized, erected		/SF
16.	¾-inch dia. Expansion anchor, installed		/EA
17.	4" Hydronic piping with insulation and hangers		/LF
18.	Sprinkler head with 15 feet of branch pipng		/EA
19.	6" Domestic water pipe including excavation and backfill		/LF

	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)
20.	Supply air diffuser with 15 feet of branch duct.		/EA
21.	30 amp circuit with 100' of conduit and wire		/EA
22.	Duplex convenience outlet installed complete with 100' of wire and conduit		/EA
23.	Data outlet installed complete with 100' of cable terminated		/EA
24.	Exit light installed with 25' of conduit and wire		/EA
25.	GFI receptacle installed with 25' of conduit and wire.		/EA
26.	Fire alarm A/V notification device with backbox, 25' of wire, conduit, and circuitry		/EA
27.	Hydroseeded Lawn		/SY
28.	Concrete Curb & Gutter		/LF
29.	Sodded Lawn		/SY
30.	4-inch reinforced concrete pavement with stone base		/SY
31.	Light Duty Asphalt Pavement with Stone Base		/SY
32.	Heavy Duty Asphalt Pavement with Stone Base		/SY
33.	Steel roof deck, galvanized, erected		/SF
34.	6-inch reinforced concrete pavement with Stone Base		/SY
35.	Flowable Fill, installed		/CY
36.	4" Perforated PE Pipe, Excavated, Installed w/ 3' bury		/LF
37.	12" PE Pipe, Excavated, Installed w/ 5' bury		/LF
38.	Mass Earth Excavation & Off Site Disposal		/CY
39.	Mass Earth Excavation & On Site Disposal		/CY
40.	Trench Rock Excavation & Off Site Disposall		/CY

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.

	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)
1.	Farrell Calhoun Paint	Paint	$14,000.00
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	SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	
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44.			

	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)
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: Bastin Painting, Inc.

AUTHORIZED REPRESENTATIVE'S NAME: _____
Signature

AUTHORIZED REPRESENTATIVE'S NAME(printed): D. Shane Bastin

AUTHORIZED REPRESENTATIVE'S TITLE: VP

NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than ~~of $25,000.~~ $100,000. (change effective June 3, 2019.)

This form shall not be modified.

SECTION 00202

SUPPLEMENTAL FORM OF PROPOSAL - PAGE 1 OF 1

(MUST BE SUBMITTED WITH SECTION 00200 - FORM OF PROPOSAL)

CONFLICT OF INTEREST

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contact or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

a. he, or any member of his immediate family, has a financial interest herein; or

b. a business or organization which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee is a party; or

c. any other person, business, shareholder or other stockholder, or organization with whom he or any member of his immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not be limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigating, auditing or in any other advisory capacity.

It is a violation of Kentucky law for any board member or employee, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding $25.00 per year in any purchase of goods or services by the ESTILL COUNTY BOARD OF EDUCATION. Violation of this provision subjects the member or employee to forfeiture of their position and/or employment with the ESTILL COUNTY BOARD OF EDUCATION.

I hereby certify that no member of my immediate family is an employee or member of ESTILL COUNTY BOARD OF EDUCATION.

Signature

5-20-2021

Date

References: KRS I56.480, OAG 80-32, Model Procurement Code 45A.455

Note: This certificate must be signed and attached to the Form of Proposal in order for Bid to be qualified.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

David M Bastin Painting Inc. dba Bastin Painting Company
406 Grant Street
Danville KY 40422

SURETY:
(Name, legal status and principal place of business)
Nationwide Mutual Insurance Company
4540 Cooper Road, Ste 101
Cincinnati OH 45242

OWNER:
(Name, legal status and address)
Estill County Board of Education
253 Main Street., Irvine KY 40336

BOND AMOUNT: $ Five Percent of the Amount Bid.

PROJECT:
(Name, location or address, and Project number, if any)
Estill County High School Phase 7 Renovations

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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

Init.
/

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User Notes: (3B9ADA47)

0000036552

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
DANIEL B PIKAR; JEFF MCINTOSH; MARK KELDER; MARY ELLIOTT; STEVE SIMMONS;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

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and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

SEAL

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 20 day of May, 2021.

Laura B. Guy
Assistant Secretary

BDJ 1(02-19)00

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Signed and sealed this 20th day of May , 2021

David M Bastin Painting Inc. dba Bastin Painting Company
(Contractor as Principal) *(Seal)*

Judy A. Bastin
(Witness)

(Title) D Shawn Bastin, VP

Nationwide Insurance Company
(Surety) *(Seal)*

Mary Elliott
(Witness)

(Title) *Mary Elliott, Attorney-in-fact*

Init.
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