

Issue Paper

DATE:

8/31/2021

AGENDA ITEM (ACTION ITEM):

Consider / Approve the Bid Award with Schrudde & Zimmerman, Inc. for the Piner Elementary Addition and Renovations Project (BG 21-135) with Schrudde and Zimmerman, Inc. and associated Kentucky Department of Education AIA (American Institute of Architects) Contract.

APPLICABLE BOARD POLICY:

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

HISTORY/BACKGROUND:

Piner Elementary is in need of additional space and some renovations to existing spaces. The original BG-1 (Buildings and Grounds) Construction Application was approved by the Kenton County Board of Education on December 7, 2020. Bids were opened and read on August 3, 2021 for the Piner Elementary Addition and Renovations Project. Three (3) bids were received: Ashley Builders, Century Construction, and Schrudde & Zimmerman. Schrudde and Zimmerman was the lowest and best bid including Bid Alternates 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10.

FISCAL/BUDGETARY IMPACT:

\$8,373,700.00

RECOMMENDATION:

Approve the Bid Award with Schrudde and Zimmerman, Inc. for the Piner Elementary Addition and Renovations Project (BG 21-135) with Schrudde and Zimmerman, Inc. and associated Kentucky Department of Education AIA (American Institute of Architects) Contract.

CONTACT PERSON:

Rob Haney, Chief Operations Officer

District Administrator

Superintendent

Principal/Administrator

THE KENTON COUNTY SCHOOL DISTRICT PINER ELEMENTARY ADDITION & RENOVATION (BG 21-135) BID TABULATION

	BID (60 points Possible)																				
Bidder		Base Bid	(Ad	ternate No. 1 dmin Office/Staff nge/Add Cafeteria Windows)	Alternate No. 2 (Provide Owner preferred hardware manufacturers and series.)	(ternate No. 3 Add Lighting Replacement)	(Tackboo	nate No. 4 ards/markerbo s/cubbies)	(Provide controls,	nate No. 5 Tridium N4 , installed by emens.)	(Convection	ate No. 6 on oven, pass- rmer, work shelving)	rnate No. 7 ashing system)	(Repl	rnate No. 8 lace existing ge treatment plant)		(Replace domestic v	te No. 10 existing 2" vater service ater service.)	Total with Selected Alternates	Points Awarded
Ashley Builders	\$	7,080,000.00	\$	655,000.00	No Cost	\$	223,600.00	\$	23,000.00	\$	59,000.00	\$	64,000.00	\$ 52,000.00	\$	308,000.00	\$ 60,000.00	No Cost		\$ 8,524,600.00	58.92
Century Construction	\$	7,315,500.00	\$	508,000.00	No Cost	\$	226,000.00	\$	29,000.00	\$	60,000.00	\$	80,000.00	\$ 58,000.00	\$	315,000.00	\$ 61,400.00	\$	14,250.00	\$ 8,667,150.00	57.90
Schrudde & Zimmerman, Inc.	\$	6,998,000.00	\$	510,000.00	No Cost	\$	231,000.00	\$	31,000.00	\$	60,000.00	\$	82,000.00	\$ 57,000.00	\$	320,000.00	\$ 65,000.00	\$	19,700.00	\$ 8,373,700.00	60.00

	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score
Ashley Builders	8	9	9	8.7
Century Construction	12	12	13	12.3
Schrudde & Zimmerman	9	13	14	12.0
	BUSINESS PRACT	TICE (10 Points Possi	ble)	FIGURE 1
	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score
Ashley Builders	10	9	10	9.7
Century Construction	10	7	8	8.3
Schrudde & Zimmerman	10	8	10	9.3
And Philippin St.	REFERENCES	(15 Points Possible,	Committee of the second	S. C. A. L.
	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score
Ashley Builders	12	15	13.5	13.5
Century Construction	13.5	14.25	13.5	13.8
Schrudde & Zimmerman	13.5	12.75	10.5	12.3

TOTALS (100 Points Possible)										
	BID	FIRM EXPERIENCE & QUALIFICATIONS	BUSINESS PRACTICE	REFERENCES	TOTAL POINTS					
Ashley Builders	58.92	8.7	9.7	13.5	90.75					
Century Construction	57.90	12.3	8.3	13.8	92.31					
Schrudde & Zimmerman, Inc.	60.00	12.0	9.3	12.3	93.58					



^{*}Radius Construction submitted a bid, but due to the large disparity between the low bid and their bid, they asked to not be considered. Additional information was not submitted for evaluation.



2021.08.25

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

Re:

BG. No. 21-135

Piner Elementary Addition and Renovations

Bid Recommendation

Dear Dr. Webb:

On Tuesday, August 3, 2021, bids were received for the Piner Elementary Addition and Renovations project. The following four base bids were received:

Schrudde & Zimmerman, Inc.	
Schludde & Zhilmerman, Inc.	\$ 6,998,000.00
Ashley Construction, Inc.	\$ 7,080,000.00
Century Construction, Inc.	\$ 7,315,500.00
Radius Construction Company, Inc.	\$ 8,125,500.00

We also received alternate bids for the following items:

Alternate No. 1: Renovation of the existing administrative offices, staff lounge, add windows to the Cafeteria.

Alternate No. 2: Provide Owner's preferred door hardware.

Alternate No. 3 Lighting replacement.

Alternate No. 4: Replace tackboards and markerboards. Install new cubbies.

Alternate No. 5: Provide Tridium HVAC controls.

Alternate No. 6 Install new convection oven, pass-thru warmer, work table, and shelving.

Alternate No. 7: Install new dishwashing system.

Alternate No. 8 Replace existing sewage treatment center.

Alternate No. 9: Replace existing walk-in cooler/freezer

Alternate No. 10: Replace existing 2" domestic water service with 3" domestic water service.

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

Alternate No. 1	Accepted
Alternate No. 2	Accepted
Alternate No. 3	Accepted
Alternate No. 4	Accepted
Alternate No. 5	Accepted
Alternate No. 6	Accepted
Alternate No. 7	Accepted
Alternate No. 8	Accepted
Alternate No. 9	Accepted
Alternate No. 10	Accepted

A meeting by KCDS was conducted to review the completeness of Schrudde & Zimmerman's apparent low bid. The design team also conducted a review of Schrudde & Zimmerman's bid and believes the bid to be complete and in full compliance with the requirements of the bidding documents.

Alternate prices submitted by Schrudde & Zimmerman's for accepted alternates are as follows:

Alternate No. 1	\$510,000.00
Alternate No. 2	No Cost
Alternate No. 3	\$231,000.00
Alternate No. 4	\$31,000.00
Alternate No. 5	\$60,000.00
Alternate No. 6	\$82,000.00
Alternate No. 7	\$57,000.00
Alternate No. 8	\$320,000.00
Alternate No. 9	\$65,000.00
Alternate No. 10	\$19,700.00

We recommend accepting the low base bid from Schrudde & Zimmerman, Inc. including aforementioned alternates for a total contract value of \$8,373,700.00.

Sincerely,

PCA ARCHITECTURE PSC



Ralph Cooper, R.A.

Kentucky Department of Education Version of ■ AIA Document A101™ – 2007

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



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

Cite this document as "AIA Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version," or "AIA Document A101™ –2007 — KDE Version."

Kentucky Department of Education Version of AIA Document A101 – 2007

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

AGREEMENT made as of the Sixteeth day of August in the year Two-thousand Twenty-one (In words, indicate day, month and year.)

BETWEEN the Owner: (Name, legal status, addr

(Name, legal status, address and other information)
Kenton County Board of Education
1055 Eaton Drive

Ft. Wright, KY 41017

and the Contractor:
(Name, legal status, address and other information)
Schrudde & Zimmerman, Inc.
1671 Park Road, Suite No. 11
Ft. Wright, KY 41011

for the following Project:
(Name, location and detailed description)
Addition & Renovation / Piner Elementary
2845 Piner Ridge Road, Morning View, KY



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

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

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

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

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

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

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not be reproduced prior to its completion.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than

) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)

Portion of Work

Phase 1A

Phase 1B

Phase 2A

Phase 2B

Phase 2C

Substantial Completion Date

Prior to 2022-2023 school year

08/21/2023

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

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of two-thousand dollars

(\$ 2,000.00), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

Five-million, seven-hundred nineteen-thousand, three-hundred, thirteen dollars and fifty-nine cents (\$5,719,313.59), subject to additions and deductions as provided in the Contract Documents.

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

	Am	ount
Base Bid	\$	6,998,000.00
Sum of Accepted Alternates	\$	1,375,700.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$	8,373,700.00
Sum of Owner's direct Purchase Orders	\$	2,654,386.41
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$	5,719,313.59

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

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

Number	Item Description	Amount
See attached list	See attached list	
	Total of Alternates	\$1,375,700.00

§ 4.3 Unit prices, if any:

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

See attached "UNIT PRICES" included in the "Form of Proposal."

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any: (Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)

Item

Price

Undercutting, backfilling, compacting as listed in Section 012100

\$1.50/SF

ARTICLE 5 PAYMENTS § 5.1 PROGRESS PAYMENTS

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

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

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10.0%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201TM_2007, General Conditions of the Contract for Construction KDE Version;
 - .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10.0%);
 - .3 Subtract the aggregate of previous payments made by the Owner; and
 - .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007 KDE Version.
- § 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
 - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201-2007 KDE Version requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

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

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

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

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

§ 5.2 FINAL PAYMENT

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

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

ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER

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

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

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

§ 8.3 The Owner's representative: (Name, address and other information)
Mr. Mike Blau
Kenton County Board of Education
1055 Eaton Drive
Ft. Wright, KY 41017
M: 859-468-3530

§ 8.4 The Contractor's representative: (Name, address and other information)
Mr. Mark N. Zimmerman
Schrudde & Zimmerman, Inc.
1671 Park Road, Suite No. 11
Ft. Wright, KY 41011
O: 859-331-3160

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

Document Title Date

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

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

See Attachment "B"

Section Title Date Pages

Pages

§ 9.1.5 The Drawings:

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

See Attachment "C".

Number

Title

Date

§ 9.1.6 The Addenda, if any:

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

Number	Date	Pages
Addendum No. 1	2021.07.02	1 page total
Addendum No. 2	2021.07.14	160 pages total
Addendum No. 3	2021.07.20	41 pages total
Addendum No. 4	2021.07.27	56 pages total

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

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

.1 AIA Document E201TM_2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
 - (List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 KDE Version provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
 - A. AIA Document A701-1997, Instructions to Bidders KDE Version
 - B. Contractor's Form of Proposal
 - C. KDE Purchase Order Summary Form

ARTICLE 10 INSURANCE AND BONDS

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

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

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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

OWNER (Signature) CONTRACTOR (Signature)

(Printed name and title) (Printed name and title)

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Section 4.2 Attachment "A" Selected Alternates

ATTACHMENT "A"

SECTION NO. 4.2

PINER ELEMENTARY – ACCEPTED ALTERNATES

Alternate No. 1 (Admin Office/Staff Lounge/Add Cafeteria Windows)	\$510,000.00
Alternate No. 2 (Provide Owner preferred hardware manufacturers and series.)	\$0.00
Alternate No. 3 (Add Lighting Replacement)	\$231.000.00
Alternate No. 4 (Tackboards/markerboards/cubbies)	\$31,000.00
Alternate No. 5 (Provide Tridium N4 controls, installed by Siemens.)	\$60,000.00
Alternate No. 6 (Convection oven, pass-thru warmer, work table, shelving)	\$82,000.00
Alternate No. 7 (Dishwashing system)	\$57,000.00
Alternate No. 8 (Replace existing sewage treatment plant)	\$320,000.00
Alternate No. 9 (Walk-in and refrigeration accessories)	\$65,000.00
Alternate No. 10 (Replace existing 2" domestic water service with 3" water service.)	\$19,700.00
TOTALS	\$1,375,700.00

Section 9.1.4 Attachment "B" Specifications List

CONTRACT ATTACHMENT "B"

Addition & Renovation Ryland Heights Elementary Kenton County School District Project No. 2021-001 May, 2021 © PCA Architecture

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BOOK ONE

Drawing List

Geotechnical Exploration 2021 – For Information Only

Exhibit "B"

Hazardous Materials Report – For Information Only

Exhibit "C"

Kenton County School District Purchase Order and Conditions Sample Form
– For Information Only

KDE Purchase Oder and Conditions (2013 Paper Form) – For Information Only

Exhibit "E"

Bidding Requirements

Legal Notice, Advertisement for Proposals

Instructions to Bidders (AIA A701 1997 Kentucky Department of Education Version)

Supplementary Instructions to Bidders

001153 Qualification of Bid Proposal

Contractor's Qualification Statement (AIA A305, 1986)

Certificate of Product Compliance

Sample Form: KDE FACPAC Purchase Order Form

Bid Documents

Kentucky Department of Education Form of Proposal

Bid Bond (AIA A310, 2010)

Noncollusion Affidavit-2013 (KDE)

Contract Requirements

Standard Form of Agreement Between Owner and Contractor (AIA A101 – 2007 Kentucky Department of Education Version)

Amendment to The Standard Form of Agreement Between Owner and Contractor (AIA A101-2007 Kentucky Department of Education Version)

General Conditions of The Contract for Construction (AIA A201-2007 Kentucky Department of Education Version)

Supplementary General Conditions of The Contract for Construction (AIA A201-2007 Kentucky Department of Education Version)

Performance Bond and Payment Bond (AIA 312, 2010 Kentucky Department of Education Version)

Division	Section Title	Pages
DIVISION 0	1 - GENERAL REQUIREMENTS	
011000	Summary	18
012100	Allowances	3
012200	Unit Prices	1
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BOOK 2

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055000	Metal Fabrications	8
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	· ·	
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Addition & Renovation Ryland Heights Elementary Kenton County School District Project No. 2021-001 May, 2021 © PCA Architecture

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Project No. 2021-001 May, 2021 © PCA Architecture

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WW-03 WW-04	BLOWER DETAILS V-NOTCH FLOW CONTROL BOX & PUMP
WW-05	CHLORINATION, STILLING WELL & POST AIR
WW-06	DE-CHLORINATION
CP-01	CONTROL LADDER SCHEMATIC
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END OF LIST OF DRAWINGS

Exhibit A List of Drawings 3/3

Section 9.1.7-2 A. AIA Document A701-1997 Instruction to Bidders KDE Version

Section 9.1.7-2 B. Contractor's Form of Proposal

KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160

FORM OF PROPOSAL

BG No	21-135			
Date: 8/03/2	2021 To: (Owner)	Kenton County Boar	d of Education	
Project Name: _	_Piner Elementary - Addition & Renov	vation	Bid Package No. Genera	1 Contracto
City, County:	Morning View, Kenton Count	.y		
	ctor: Schrudde & Zimmerman			
	: 1671 Park Road, Suite #11			
		THE MALESTAN AND AND AND AND AND AND AND AND AND A		0
Specifications, a materials, equip	examined the Instructions to Bidders, and Drawings, for the above referent oment, tools, supplies, and temporar ents and any addenda listed below for	ced project, the undersigne y devices required to comp	d bidder proposes to furni	ish all labor,
Addendum 1,	2, 3, 4 (Insert the acrece	ddendum numbers received eived.)	or the word "none" if no	addendum
the following lum	10 14 0	100 000 00		I/We submit
Sixmil Nevel	lion Windy Eight	Use Figures Thousand Dollars &	×	Cents
U	se Words		Use Words	
ALTERNATE BI	DS: (If applicable and denoted in the E	Bidding Documents)		
	om or addition to those items, servi owing lump sum price will be added or			by alternate
Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid)
	Admin Office/Staff Lounge/Add	510,000 D		
Alt. Bid No. 1	Cafeteria Windows	Sujuu		
Alt. Bid No. 2	Provide Owner preferred hardware manufacturers and series.			
Alt. Bid No. 3	Add Lighting Replacement	231,000		
Alt. Bid No. 4	Tackboards/markerboards/cubbies	31,000 0		
	Provide Tridium N4 controls,	Lange and		
Alt. Bid No. 5	installed by Siemens.	Lev,000,=		
	Convection oven, pass-thru	82000		
Alt. Bid No. 6	warmer, work table, shelving	04.00		

Dishwashing system
Replace existing sewage

treatment plant
Walk-in and refrigeration

accessories

Replace existing 2" domestic water service with 3" water service.

Alt. Bid No. 7

Alt. Bid No. 8

Alt. Bid No. 9

Alt. Bid No. 10

21-135

KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160

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

Form of Proposal – 2013 Page 2 of 12 BG # ____

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.	Demolition	Lungke Dono.
2.	Concrete flatwork (interior)	McD Concrete
3.	Masonry	Kurzall.
4.	Steel Erection	G+ 4 belding
5.	Cold-Formed Metal Framing	OKI
6.	Plastic Laminate Faced Architectural Cabinets	Art Wd. Working
7.	Modified Bit Roofing	Krames
8.	Aluminum Windows	mc Andrews
9.	Linoleum Flooring	Wiessenbach
10.	Acoustical Panel Ceilings	OKI
11.	Painting	Tri State Interiors
12.	Earthwork	Bross Eagle
13.	Drilled Concrete Piers	Scherzinger
14.	Concrete Paving	MCD O O
15.	Kitchen Equipment	Burkett
16.	Fire Protection	Illini
17.	Geothermal driller	616Dilling

KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160

BRANCH OF WORK SUBCONTRACTOR (to be filled out by the Architect) (to be filled out by the Contractor) 18. Geothermal well field installer 19. Plumbing 20. Plumbing Insulation 21. Mechanical Piping 1 11 22. **HVAC Sheet Metal** 11 23. Mechanical Insulation 11 24. **BAS Controls** 25. **BAS Controls Wiring** 26. **Electrical Contractor** 27. Fire Alarm Contractor 28. Voice / Data Contractor 29. Audio / Video Contractor 11 11 30. **Access Controls Contractor** 11 31. Video Surveillance Contractor Intercom Contractor 32. 33. **Lightning Protection Contactor** Lines below are for changes to subcontractors above if Alternate Bid 34. results in a change to the responsible subcontractor 35. 36. 37. 38. 39. 40.

LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:

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

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

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

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

	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY	SUPPLIER (to be filled out by the Contractor)	MANUFACTURER (to be filled out by the Contractor)
	(to be filled out by the Architect or Contractor)	,,	,
1.	042000 Face Brick		
2.	072726 Fluid Applied Air Barrier		
3.	075216 Modified Bit Roofing		
4.	085113 Aluminum Windows		
5.	087100 Door Hardware Panic Devices		
6.	087100 Door Hardware - Closers		
7.	087100 Door Hardware - Locksets		
8.	087100 Door Hardware - Hinges		
9.	087100 Door Hardware - Cylinders		
10.	095113 Acoustical Panel Ceilings		
11.	099100 Painting		
12.	220200 Plumbing Trim (Faucets)		
13.	220200 Domestic Water Heater		
14.	220200 Water Heater Storage Tanks		
15.	220200 Drinking Fountain / Bottle Filling Station		
16.	231100 Grilles Registers & Diffusers		
17.	230100 Pumps		
18.	250400 Building Automation System		

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	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.	250400 Variable Frequency Drives		
20.	260526 Grounding Equipment		
21.	260600 Intercom System		
22.	262400 Power Distribution Equipment		
23.	262726 Wiring Devices		
24.	263213 Generator		
25.	263213 Automatic Transfer Switches (ATS)	OF HEROE	
26.	265113 Interior Lighting		
27.	265123 Exterior Lighting		
28.	270610 Voice / Data – Equipment and Cabling Equipment	· · · · · · · · · · · · · · · · · · ·	
29.	272800 Audio / Video Systems		
30.	286601 Lightning Protection Equipment		
31.			
32.	4		
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35.			4/84
36.			
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40.			

21-135

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	PRICE / UNIT	UNIT
	by the Architect)	(to be filled out by the Contractor)	(to be filled out by the Contractor)
1.	Undercutting, backfilling and compacting 4,500 SF of area 12" deep below the sub-grade of the building.		
2.	Undercut (1) CY of unsuitable soil, backfilling and compacting (1) CY of fill material suitable for slab-on-grade.		
3.	Undercut (1) CY of unsuitable soil, backfilling and compacting (1) CY of fill material suitable for footing bearing capacity.		
4.	Asphalt Patch		
5.	1 CY of Footing Hand Excavation		
6.	10 CY of Machine Excavation		
7.	10 CY of flowable fill		
8.	(1) LF, 30" diameter drilled pier, complete		
9.	(1) LF, 30" diameter casing for drilled pier		
10.	Painting: 10 SF block filler and (2) finish coats on CMU		
11.	400' deep geothermal well, Complete.		
12.	4" buried HDPE geothermal distribution pipe		
13.	3" copper pipe, insulation, w/ hangers		
14.	2" copper pipe, insulation, w/ hangers		
15.	¾" copper pipe, insulation, w/ hangers		
16.	4" HDPE Piping, insulation, w/hangers		
17.	2" HPDE Piping, insulation, w/ hangers		
18.	4" PVC Sanitary sewer below slab, with trenching & backfill		40.00
19.	4" Cast Iron Sanitary sewer above slab, w/ hangers		

KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160

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	WORK (to be filled out	DDICE / LINUT	UNIT
·~-	by the Architect)	PRICE / UNIT (to be filled out by the Contractor)	(to be filled out by the Contractor)
20.	6" PVC Sanitary sewer below slab, w/ trenching & backfill		
21.	Replace existing 2" domestic water valve w/ ball valve		_
22.	Replace existing 1" domestic water valve w/ ball valve		
23.	10' of 1" branch piping with a new semi-recessed head		
24.	4" Sch 10 steel pipe main w/ hangers		
25.	2" Sch 40 steel pipe main w hangers		
26.	1" Sch 40 steel branch piping w/ hangers		
27.	Provide quad receptacle and circuit with conduit, outlet box, junction boxes, receptacles and 50' of 3 conductor, 10 AWG wire, circuit breaker, and labor		
28.	Provide indoor video surveillance camera and 250 feet of cable installed complete		
29.	Provide type "X1" light fixture installed and circuited with all conduit, outlet box, junction boxes, receptacles, and 50' of 3 conductor, 10 AWG wire, circuit breaker, and labor		
30.	Provide Wall Mounted Occupancy Sensor, Installed		
31.	Provide Ceiling Mounted Occupancy Sensor, Installed		
32.	Provide Ceiling Mounted Occupancy Sensor power pack, Installed	4	
33.	Provide EMT Conduit (3/4"), Installed		
34.	Provide EMT Conduit (2"), Installed		
35.	Provide 3 Pole, 100A Frame, 600V Circuit Breaker, Installed		
36.	Provide 110 cd Speaker/Strobe Fire Alarm Device, Installed		
37.	Provide Fire Alarm Supervisory Device, Installed		
38.	Provide Fire Alarm Pull Station and 100' of cable and conduit, Installed		
39.	Provide Duct Mounted Smoke Detector, Installed		
40.	Provide data outlet with jack and 100' of CAT 6 cable, Installed		

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.

(to be filled out by the Contractor) (to be filled out by the Contrac		SUPPLIER	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	PURCHASE ORDER AMT. (to be filled out by the Contractor)
2. 3. 4. 4. 5. 6. 6. 7. 6. 7. 7. 8. 8. 9. <td< th=""><td></td><td>(to be filled out by the Contractor)</td><td>(to be filled out by the Contractor)</td><td>(to be filled out by the Contractor)</td></td<>		(to be filled out by the Contractor)	(to be filled out by the Contractor)	(to be filled out by the Contractor)
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4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18.	2.			
5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18.	3.	•		
6.	4.			
7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18.				
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10. 11. 12. 13. 14. 15. 16. 17. 18.	8.			
11. 12. 13. 14. 15. 16. 17. 18.	9.			
12. 13. 14. 15. 16. 17. 18.	10.			
13. 14. 15. 16. 17. 18.	11.			•
14. 15. 16. 17. 18.	12.			
15.	13.			
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	17.			
19.	18.			
	19.			

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	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)
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KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160

FORM OF PROPOSAL

	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: Schrudde & Zimmerman, Inc.
AUTHORIZED REPRESENTATIVE'S NAME: Make Signature
AUTHORIZED REPRESENTATIVE'S NAME (printed):Mark N. Zimmerman
AUTHORIZED REPRESENTATIVE'S TITLE: President

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

This form shall not be modified.

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

Any school board member or the superintendent;

Any or all prime cont method of construction		nen using the construction management
		ato any agreement or collusion with any empted to induce anyone to refrain from
Explain below any kinship or fir this project.	nancial relationship you may hav	re to any parties as mentioned above on
None		
This affidavit is subject to KR kickbacks. Mark N. Zimmerman	RS 45A.455 prohibition against	conflict of interest, and gratuities and President
Name	0	Title
Schrudde & Zimmerman Name of Company	, Inc.	
Subscribed and Sworn to Me this		
3 day of	taupa	\$255566655555666755555555555555555555555
20 <u>21</u> Poulo B. Car Notary Signature	noop	OFFICIAL SEAL PAULA B. CARROLL NOTARY PUBLIC - KENTUCKY STATE-AT-LANGE My Comm. Expires
My Commission expires:		
Mars 27	20. 25	Notary Cool

Notary Seal

Notary ID: KYNP29117

Project No. 21-004 May, 2021 © PCA Architecture

KDE BG NO. 21-135

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

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

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

Make.	<u> </u>	Mark N. Zir	merman
Signature	8	Printed Name	
President		8.3.2	1
Title		Date	
Company Name	Schrudde & Zimmerman	, Inc.	William of the Control of the Contro
Address	1671 Park Road, Suite	e #11	
	Ft. Wright, KY 41011		T
Subscribed and sworn to	before me by Mark N. Zin	mmerman	President
1, ,	(Affiant)		(Title)
of <u>Schrudde & Z:</u> (Company Name)	immerman, Inc.	this 3	day of Acquest ,2021
(company runne)		ASSESSESSES	OFFICIAL SEAL
			PAULA B. CARROLL NOTARY PUBLIC - KENTUCKY
		general control	STATE-AT-LARGE My Comm. Expires
Paula B	Carre SP		
Notary Public		ion expires Ma	v 27. 2025
[seal of notary]	Notary I	D: KYNP29117	1 1

AIA Document A310 – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schrudde & Zimmerman, Inc. 1671 Park Road, Fort Wright, KY 41011 OWNER:

(Name, legal status and address)

Kenton County School District

BOND AMOUNT: \$5% of total amount of bid

PROJECT:

(Name, location or address, and Project number, if any) Addition & Renovation Piner Elementary 2945 Piner Ridge Road Morning View, KY 41063

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

SURETY: (Name, legal status and principal place of

Atlantic Specialty Insurance Company 605 Highway 169 North, Ste 800 Plymouth, MN 55441

ADDITIONS AND DELETIONS:

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

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

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

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furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this $\frac{19th}{day}$ of $\frac{July}{day}$,

Rayla B. Carrell	(Contractor as Principal) President	(Seal)
(Witness)	(Title) Atlantic Specialty Insura	nce Company
tollie tollie	(Strety)	(Seal)
(Witness)	(Title) Joseph M. Worrall	Attorney in fac



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Joseph M. Worrall, Jennifer Gerhardt, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

SEAL 1986

By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 19th

__ day of July

2021

This Power of Attorney expires January 31, 2025 ORPORATE COMMING SEAL 1986 COM

Kara Barrow, Secretary



July 1, 2021

To whom it may concern,

This letter is to verify that American Sound and Electronics, Inc. with its headquarters located at 1800 Russell Street. Covington, KY 41014 is currently a Salient Certified Reseller in good standing. As such, American Sound and Electronics, Inc. has Salient trained and certified technicians and sales support resources on staff, and it is Salient's understanding that American Sound and Electronics, Inc. is committed to maintaining this status in an ongoing manner. Furthermore, Salient is committed to providing manufacturer support through American Sound and Electronics, Inc. as long as they maintain their status as a Salient Certified Reseller.

For additional information or if you have any further questions in regard to this, please feel free to contact me directly at Salient Systems Corporation.

Sincerely,

Chris Meiter President





July 1, 2021

To Whom it may Concern

Re: Authorized Dealer Status of American Sound and Electronics

Sir/Madam:

Please let this letter serve as your assurance that American Sound and Electronics is an Authorized Dealer in good standing with RS2 Technologies and has met all the Training and Certification requirements required to maintain that position.

With this holds the certification with RS2 of third-party integrations, be it as Integrated Locksets, Biometrics, Video Management Systems, Database Integrations, Intrusion Alarm systems and any other certified integration with Access It! Universal.NET application software.

If you have any questions, please do not hesitate to contact me directly at (219) 836-9002 x245 or at jbransfield@rs2tech.com.

RS2 Technologies is a leading manufacturer of cutting-edge technology access control software that utilizes the industry's premier hardware. The company has been engaged in the access control industry since 1998 with many years of experience with integrated systems. RS2 Technologies is dedicated to providing superior products by drawing upon modern engineering and design techniques, while utilizing our many years of technical experience in the security industry. We are dedicated to supporting our global dealer network through continuing education, rapid product development and a dedicated technical support group.

Thank you again for your interest in RS2 Technologies!

Sincerely,

Jeff Bransfield VP of Sales

RS2 Technologies (219) 836-9002 x245

jbransfield@rs2tech.com

Technologies

THE PROFESSIONAL DESIGNATION OF

RECISTERED COMMUNICATIONS

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Gary J. Moorman

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 122709

Registration Start Date: 01/01/2020

Registration End Date: 12/31/2022

Since

04/21/2001

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing

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.	042000 Face Brick	Division 4	General Shale (Watsontown)
2.	072726 Fluid Applied Air Barrier	Carlisle	Carlisle
3.	075216 Modified Bit Roofing	Mueller	Soprema
4.	085113 Aluminum Windows	Winco	Winco
5.	087100 Door Hardware – Panic Devices	Schiller	Von Duprin
6.	087100 Door Hardware - Closers	Schiller	LCN
7.	087100 Door Hardware - Locksets	Schiller	Schlage
8.	087100 Door Hardware - Hinges	Schiller	Ives
9.	087100 Door Hardware - Cylinders	Schiller	Schlage
10.	095113 Acoustical Panel Ceilings	Interior Supply	Armstrong
11.	099100 Painting	Sherwin Williams	Sherwin Williams
12.	220200 Plumbing Trim (Faucets)	Winnelson	American Standard
13.	220200 Domestic Water Heater	NA	
14.	220200 Water Heater Storage Tanks	NA	
15.	220200 Drinking Fountain / Bottle Filling Station	Winnelson	Oasis
16.	231100 Grilles Registers & Diffusers	RL Craig	Price
17.	230100 Pumps	Blackmore & Glunt	Bell & Gossett
18.	250400 Building Automation System	Base Bid & Alt 1: Comfort Sys Alt 7: Siemens	stem Schneider Siemens

Schrudde & Zimmerman, Inc.

	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.	250400 Variable Frequency Drives	Base Bid & Alt 1: Comfort Syst Alt 7: Siemens	ems SQD Siemens
20.	260526 Grounding Equipment	Graybar/State	Burndy/Erico
21.	260600 Intercom System	Carehawk	Carehawk
22.	262400 Power Distribution Equipment	State Electric	Eaton
23.	262726 Wiring Devices	Graybar	Hubbell
24.	263213 Generator	NA	
25.	263213 Automatic Transfer Switches (ATS)	NA	
26.	265113 Interior Lighting	Graybar	Lithonia
27.	265123 Exterior Lighting	Graybar	Lithonia
28.	270610 Voice / Data - Equipment and Cabling Equipment	American Sound	Panduit/General
29.	272800 Audio / Video Systems	NA	
30.	286601 Lightning Protection Equipment	Maxwell	Maxwell
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UNIT PRICES:

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

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

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

	WORK (to be filled out	PRICE / UNIT	UNIT
	by the Architect)	(to be filled out by the Contractor)	(to be filled out by the Contractor)
1.	Undercutting, backfilling and compacting 4,500 SF of area 12" deep below the sub-grade of the building.	1.50	sf
2.	Undercut (1) CY of unsuitable soil, backfilling and compacting (1) CY of fill material suitable for slab-on-grade.	40.50	су
3.	Undercut (1) CY of unsuitable soil, backfilling and compacting (1) CY of fill material suitable for footing bearing capacity.	325.00	су
4.	Asphalt Patch	115	sy
5.	1 CY of Footing Hand Excavation	500	су
6.	10 CY of Machine Excavation	300	10cy
7.	10 CY of flowable fill	1250	10cy
8.	(1) LF, 30" diameter drilled pier, complete	ADD \$50 DEDUCT \$25	If If (can't return resteel)
9.	(1) LF, 30" diameter casing for drilled pier	50	If
10.	Painting: 10 SF block filler and (2) finish coats on CMU	1.00	sf
11.	400' deep geothermal well, Complete.	3,850.00	each
12.	4" buried HDPE geothermal distribution pipe	6.60	If
13.	3" copper pipe, insulation, w/ hangers	76.05	If
14.	2" copper pipe, insulation, w/ hangers	47.22	If
15.	3/4" copper pipe, insulation, w/ hangers	25.82	If
16.	4" HDPE Piping, insulation, w/hangers	57.49	If
17.	2" HPDE Piping, insulation, w/ hangers	35.70	If
18.	4" PVC Sanitary sewer below slab, with trenching & backfill	60.00	If
19.	4" Cast Iron Sanitary sewer above slab, w/ hangers	60.00	If

Schrudde & Zimmerman, Inc.

	WORK (to be filled out	PRICE / UNIT	UNIT
	by the Architect)	(to be filled out by the Contractor)	(to be filled out by the Contractor)
20.	6" PVC Sanitary sewer below slab, w/ trenching & backfill	65	If
21.	Replace existing 2" domestic water valve w/ ball valve	400.00	ea
22.	Replace existing 1" domestic water valve w/ ball valve	150.00	ea
23.	10' of 1" branch piping with a new semi-recessed head	700.00	10lf
24.	4" Sch 10 steel pipe main w/ hangers	40.00	If
25.	2" Sch 40 steel pipe main w hangers	40.00	lf
26.	1" Sch 40 steel branch piping w/ hangers	22.50	If
27.	Provide quad receptacle and circuit with conduit, outlet box, junction boxes, receptacles and 50' of 3 conductor, 10 AWG wire, circuit breaker, and labor	550.00	ea
28.	Provide indoor video surveillance camera and 250 feet of cable installed complete	1,040.00	ea
29.	Provide type "X1" light fixture installed and circuited with all conduit, outlet box, junction boxes, receptacles, and 50' of 3 conductor, 10 AWG wire, circuit breaker, and labor	600	ea
30.	Provide Wall Mounted Occupancy Sensor, Installed	300	ea
31.	Provide Ceiling Mounted Occupancy Sensor, Installed	400	ea
32.	Provide Ceiling Mounted Occupancy Sensor power pack, Installed	400	ea
33.	Provide EMT Conduit (3/4"), Installed	12	lf
34.	Provide EMT Conduit (2"), Installed	22	If
35.	Provide 3 Pole, 100A Frame, 600V Circuit Breaker, Installed	2,000.00	ea
36.	Provide 110 cd Speaker/Strobe Fire Alarm Device, Installed	300	ea
37.	Provide Fire Alarm Supervisory Device, Installed	300	ea
38.	Provide Fire Alarm Pull Station and 100' of cable and conduit, Installed	750	ea
39.	Provide Duct Mounted Smoke Detector, Installed	1,000	ea
40.	Provide data outlet with jack and 100' of CAT 6 cable, Installed	300	ea

Section 9.1.7-2 C. KDE Purchase Order Summary Form

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.	McD Concrete Enterprises	Concrete	\$25,000.00
2.	McD Concrete Enterprises	Rebar & Mesh	\$8,600.00
3.	Division 4	Brick	\$18,500.00
4.	Reading Rock Inc.	CMU (block & mortar)	\$15,800.00
5.	Cincinnati Construction Produc	ts Metal Deck	\$35,800.00
6.	Art Woodworking	Casework & Countertops	\$38,633.00
7.	Mueller Roofing Distributors	Roofing Materials	\$57,000.00
8.	Architectural Products	Metal coping, conductor boxes, do	wnspouts \$12,820.00
9.	Schiller	HM doors, frames, WD doors, hard	ware \$44,975.00
10.	Schiller	Toilet Room Accessories & VDBs	\$20,885.00
11.	Winco Windows	Aluminum Windows	\$26,599.00
12.	Forbo	Linoleum	\$99,353.00
13.	Carpet Cushion & Supply	Resilient Base, Treads, & Tile	\$16,746.00
14.	Modernfold	Operable Partition	\$6,700.00
15.	Burkett Restaurant Equip & Su	pplies Food Service Equipment	\$199,161.00
16.	Toadvine Enterprises	Gym Divider Curtain	\$10,208.00
17.	Midwest Shade & Drapery Co	Window Blinds	\$19,000.00
18.	Reliable Automatic Sprinkler 0	o, Inc. Fire Suppression	\$18,000.00
19.	Ferguson Fire & Fabrication	Fire Suppression	\$15,000.00

	SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	PURCHASE ORDER AMT. (to be filled out by the Contractor)
20.	Shape Manufacturer	Ductwork	\$92,881.00
21.	RL Craig	GRDs, Fans, Louvers, Intake Hood	ls, Air Curtain \$81,393.00
22.	Elitaire	HVAC Equipment	\$982,000.00
23.	Siemens	Control Material	\$103,400.00
24.	Trane	Electric heaters	\$8,750.00
25.	Blackmore & Glunt	Pumps & Specialties	\$26,100.00
26.	Aquaserve	Glycol	\$36,600.00
27.	MaComb	Pipe & Fittings	\$43,800.00
28.	State Electric	Panels	\$68,650.00
29.	IPS	Fire Alarm	\$32,875.00
30.	Graybar	Lighting Package	\$211,634.59
31.	ViTech	Wastewater Treatment Plant	\$124,937.15
32.	Winnelson - Florence	Fixtures & Water Heater	\$37,147.67
33.	Winnelson - Florence	Copper waterlines/fittings - Plumbir	g \$68,664.00
34.	Winnelson - Florence	PVC pipe & fittings - Plumbing	\$35,709.00
35.	Parkreations	Playground fabric shelters	\$11,065.00
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DIRECT MATERIAL PURCHASES:

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The bidder shall submit the list of Purchase Orders within four (4) days of the bid.

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2.	McD Concrete Enterprises	Rebar & Mesh	\$8,600.00
3.	Division 4	Brick	\$18,500.00
4.	Reading Rock Inc.	CMU (block & mortar)	\$15,800.00
5.	Cincinnati Construction Produc	ts Metal Deck	\$35,800.00
6.	Art Woodworking	Casework & Countertops	\$38,633.00
7.	Mueller Roofing Distributors	Roofing Materials	\$57,000.00
8.	Architectural Products	Metal coping, conductor boxes, do	wnspouts \$12,820.00
9.	Schiller	HM doors, frames, WD doors, hard	ware \$44,975.00
10.	Schiller	Toilet Room Accessories & VDBs	\$20,885.00
11.	Winco Windows	Aluminum Windows	\$26,599.00
12.	Forbo	Linoleum	\$99,353.00
13.	Carpet Cushion & Supply	Resilient Base, Treads, & Tile	\$16,746.00
14.	Modernfold	Operable Partition	\$6,700.00
15.	Burkett Restaurant Equip & Su	pplies Food Service Equipment	\$199,161.00
16.	Toadvine Enterprises	Gym Divider Curtain	\$10,208.00
17.	Midwest Shade & Drapery Co	Window Blinds	\$19,000.00
18.	Reliable Automatic Sprinkler C	o, Inc. Fire Suppression	\$18,000.00
19.	Ferguson Fire & Fabrication	Fire Suppression	\$15,000.00

	SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	PURCHASE ORDER AMT. (to be filled out by the Contractor)
20.	Shape Manufacturer	Ductwork	\$92,881.00
21.	RL Craig	GRDs, Fans, Louvers, Intake Hood	ls, Air Curtain \$81,393.00
22.	Elitaire	HVAC Equipment	\$982,000.00
23.	Siemens	Control Material	\$103,400.00
24.	Trane	Electric heaters	\$8,750.00
25.	Blackmore & Glunt	Pumps & Specialties	\$26,100.00
26.	Aquaserve	Glycol	\$36,600.00
27.	MaComb	Pipe & Fittings	\$43,800.00
28.	State Electric	Panels	\$68,650.00
29.	IPS	Fire Alarm	\$32,875.00
30.	Graybar	Lighting Package	\$211,634.59
31.	ViTech	Wastewater Treatment Plant	\$124,937.15
32.	Winnelson - Florence	Fixtures & Water Heater	\$37,147.67
33.	Winnelson - Florence	Copper waterlines/fittings - Plumbin	g \$68,664.00
34.	Winnelson - Florence	PVC pipe & fittings - Plumbing	\$35,709.00
35.	Parkreations	Playground fabric shelters	\$11,065.00
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