

DATE:

7/26/2021

AGENDA ITEM (ACTION ITEM):

Consider / Approve the AIA Contract with Graybach Construction for the White's Tower Elementary Addition and Renovations Project (BG 21-145).

APPLICABLE BOARD POLICY:

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

HISTORY/BACKGROUND:

White's Tower 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 Thursday, July 8, 2021 for the White's Tower Elementary Addition and Renovations Project. The actual bid award with Graybach Construction was approved by the Board on August 2, 2021.

FISCAL/BUDGETARY IMPACT:

\$6,244,600.00

RECOMMENDATION:

Approve the AIA Contract with Graybach Construction for the White's Tower Elementary Addition and Renovations Project (BG 21-145).

CONTACT PERSON:

Rob Haney, Chief Operations Officer

Principal/Administrator

Rob Haney

District Administrator

[Signature]

Superintendent

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

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



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

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

Kentucky Department of Education Version of AIA Document A101 – 2007

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

AGREEMENT made as of the Second day of August
in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Owner:

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

and the Contractor:

(Name, legal status, address and other information)
Graybach, LLC
2416 Central Parkway
Cincinnati, OH 45214

for the following Project:

(Name, location and detailed description)
Addition & Renovation / Whites Tower Elementary
2977 Harris Pike - Independence, KY 41051

The Architect:

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

The Owner and Contractor agree as follows.



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

Init.

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

Init.

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

Portion of Work	Substantial Completion Date
Phase 1A	August 8, 2022
Phase 1B	August 8, 2022
Phase 2A.1	August 8, 2022
Phase 2A.2	August 8, 2022
Phase 2B	August 8, 2022

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

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of two-thousand dollars (\$ 2,000.00), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be four-million, four-hundred, ninety-three thousand, nine-hundred and fifty-five dollars and zero cents (\$ 4,493,955.00), subject to additions and deductions as provided in the Contract Documents.

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

	Amount
Base Bid	\$ 6,198,000.00
Sum of Accepted Alternates	\$ 46,600.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 6,244,600.00
Sum of Owner's direct Purchase Orders	\$ 1,750,645.00
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 4,493,955.00

Init.

§ 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
Alternate No. 1	ADD Laminated glass	\$4,400.00
Alternate No. 6	Provide Tridium N4 HVAC Controls by Siemens	\$37,100.00
Alternate No. 8	Provide Owner preferred door hardware	\$5,100.00
	Total of Alternates	\$46,600.00

§ 4.3 Unit prices, if any:

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

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

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

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

Item	Price
Undercutting, backfilling, compacting as listed in Section 012100	\$2,250.00

Init.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

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

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

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

§ 5.2 FINAL PAYMENT

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

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

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

§ 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) 468-9590
E: mike.blau@kenton.kyschools.us

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

Mr Pete Subach
Graybach, LLC
2416 Central Parkway
Cincinnati, OH 45214

O: (513) 381-4868
E: pete.subach@graybach.com

Init.

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)
Supplementary General Conditions, five (5) pages, included in Volume 1 of the Project Manual

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

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

See Attachment A

Section	Title	Date	Pages
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Init.

§ 9.1.5 The Drawings:

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

See Attachment B

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

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

Number	Date	Pages
Addendum No. 1	2021.06.23	121 Pages total
Addendum No. 2	2021.06.30	41 Pages total
Addendum No. 3	2021.07.01	17 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 E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Init.

.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)

Init.

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Section 9.1.4
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Specifications List

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KDE Purchase Order and Conditions (2013 Paper Form) – <i>For Information Only</i>	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)

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CIVIL

C100 TITLE SHEET
C200 EXISTING CONDITIONS & DEMO PLAN
C300 GRADING PLAN
C400 UTILITY PLAN

ARCHITECTURAL

AS100 ARCHITECTURAL SITE PLAN
D100 DEMOLITION PLAN
A100 FLOOR PLAN
A101 PARTIAL FLOOR PLAN – AREA 'A'
A102 PARTIAL FLOOR PLAN – AREA 'B'
A103 ROOF PLAN
A200 EXTERIOR ELEVATIONS
A201 EXTERIOR ELEVATIONS & BUILDING SECTIONS
A400 REFLECTED CEILING PLAN
A500 WALL SECTIONS
A501 WALL SECTIONS
A502 WALL SECTIONS
A510 DETAILS
A511 DETAILS
A600 DOOR AND ROOM FINISH SCHEDULES AND DOOR, FRAME, & WINDOW TYPES
A700 FINISH FLOOR PATTERN PLAN
A800 SIGNAGE PLAN
A801 ROOM SIGNAGE LEGND

STRUCTURAL

S001 STRUCTURAL GENERAL NOTES
S002 STRUCTURAL GENERAL NOTES
S110 FOUNDATION PLAN
S120 ROOF FRAMING PLAN
S310 FOUNDATION SECTIONS
S311 FOUNDATION SECTIONS
S320 FRAMING SECTIONS
S321 FRAMING SECTIONS

MECHANICAL

M100 MECHANICAL LEGEND AND GENERAL NOTES
M101 MECHANICAL ZONING
M201 MECHANICAL DEMOLITION
M300 MECHANICAL NEW WORK
M301 MECHANICAL NEW WORK
M302 MECHANICAL ROOF PLAN
M303 MECHANICAL NEW WORK
M401 MECHANICAL NEW WORK
M402 MECHANICAL HYDRONICS
M500 MECHANICAL ENLARGED PLANS
M501 MECHANICAL ENLARGED PLANS
M600 MECHANICAL PIPING SCHEMATICS
M700 MECHANICAL DETAILS
M701 MECHANICAL DETAILS
M702 MECHANICAL DETAILS
M800 MECHANICAL SCHEDULES
M801 MECHANICAL SCHEDULES
M802 MECHANICAL SCHEDULES

ELECTRICAL

E100	ELECTRICAL LEGEND AND GENERAL NOTES
E200	ELECTRICAL DEMOLITION – AREA A
E201	ELECTRICAL DEMOLITION – AREA B
E300	ELECTRICAL LIGHTING – AREA A
E301	ELECTRICAL LIGHTING – AREA B
E400	ELECTRICAL POWER/SYSTEMS- AREA A
E401	ELECTRICAL POWER/SYSTEMS – AREA B
E402	FIRE ALARM PLAN – AREA A
E403	FIRE ALARM PLAN – AREA B
E404	FIRE ALARM PLAN – AREA C & D
E405	FIRE ALARM PLAN – AREA E
E500	ENLARGED MECHANICAL/ELECTRICAL ROOM PLAN
E501	ENLARGED KITCHEN PLAN – ELECTRICAL
E502	ROOF PLAN - ELECTRICAL
E503	INTERCONNECTION PLAN
E600	LIGHTING DETAILS
E601	ELECTRICAL DETAILS
E602	ELECTRICAL DETAILS
E603	ELECTRICAL DETAILS
E604	ELECTRICAL DETAILS
E605	ELECTRICAL DETAILS
E606	ELECTRICAL DETAILS
E607	ELECTRICAL DETAILS
E608	ELECTRICAL DETAILS
E609	ELECTRICAL DETAILS
E700	LIGHTING DETAILS
E800	ELECTRICAL DISTRIBUTION RISER
E801	PANELBOARD SCHEDULES
E802	PANELBOARD SCHEDULES
UE100	SITE ELECTRICAL PLAN

PLUMBING

P100	PLUMBING LEGENDS AND NOTES
P101	PLUMBING DETAILS AND SCHEDULES
P102	PLUMBING DETAILS
P200	PLUMBING DEMOLITION
P201	PLUMBING DEMOLITION
P300	PLUMBING PLAN – AREA A
P301	PLUMBING PLAN – AREA B
P302	PLUMBING ROOF PLAN

FIRE PROTECTION

FP1.00	FIRE PROTECTION – LEGEND NOTES AND DETAILS
FP2.00	FIRE PROTECTION

KITCHEN EQUIPMENT

QF100	FOODSERVICE EQUIPMENT PLAN
QF200	FOODSERVICE EQUIPMENT UTILITY SCHEDULE
QF300	FOODSERVICE ELECTRIC SPOT LOCATION PLAN
QF400	FOODSERVICE PLUMBING SPOT LOCATION PLAN
QF500	FOODSERVICE WALK-IN COOLER/FREEZER PLAN
QF600	FOODSERVICE EQUIPMENT SPECIAL CONDITIONS PLAN
QF700	FOODSERVICE EQUIPMENT ELEVATIONS
QF701	SERVING COUNTER ENLARGED PLAN AND ELEVATION
QF800	FOODSERVICE EXHAUST HOOD SCHEDULE & DETAIL
QF801	FOODSERVICE EXHAUST HOOD FIRE PROTECTION & ELECTRICAL DETAIL

END OF LIST OF DRAWINGS

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

BG No. 21-145

Date: July 8, 2021 To: (Owner) Kenton County BOA

Project Name: White's Tower Elementary Bid Package No. _____

City, County: Ft. Wright, Kenton County KY

Name of Contractor: Graybach, LLC

Mailing Address: 2416 Central Parkway Cincinnati, OH 45214

Business Address: 2416 Central Parkway Cincinnati, OH 45214 Telephone: (513) 381-4868

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 (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:

Handwritten: 6,198,000 *Use Figures*
Six Million One Hundred Ninety Eight Thousand *Use Words* zero *Use Words* Cents

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

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

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid)
Alt. Bid No. 1	ADD 1/2" laminated glass.	<u>4,400</u>		<input type="checkbox"/>
Alt. Bid No. 2	DEDUCT masonry infill in cafeteria at former recessed table pockets		<u>10,000</u>	<input type="checkbox"/>
Alt. Bid No. 3	DEDUCT prefabricated metal canopies at doors 190.2, 198.2, and 199.2		<u>6,700</u>	<input type="checkbox"/>
Alt. Bid No. 4	DEDUCT prefabricated metal canopy at door 159		<u>6,300</u>	<input type="checkbox"/>
Alt. Bid No. 5	DEDUCT OT/PT 172 & Speech 172A		<u>5,300</u>	<input type="checkbox"/>
Alt. Bid No. 6	Provide Tridium N4 HVAC controls, installed by Siemens	<u>37,100</u>		<input type="checkbox"/>
Alt. Bid No. 7	NOT USED	<u>—</u>	<u>—</u>	<input type="checkbox"/>
Alt. Bid No. 8	Provide Owner preferred door hardware per	<u>5,100</u>		<input type="checkbox"/>

	Alternate description			
Alt. Bid No. 9				<input type="checkbox"/>
Alt. Bid No. 10				<input type="checkbox"/>

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

LIST OF PROPOSED SUBCONTRACTORS:

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

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

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

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

The bidder shall submit the list of subcontractors with the bid.

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1.	Demolition	Graybach
2.	Concrete flatwork (interior)	Knose
3.	Masonry	Kurzhaals
4.	Steel Erection	L+H
5.	Cold-Formed Metal Framing	Graybach
6.	Modified Bit Roofing	American
7.	Aluminum Windows	McAndrews
8.	Linoleum Flooring	AIC
9.	Acoustical Panel Ceilings	Same as #5
10.	Painting	Tri-State
11.	Earthwork	Brass Eagle
12.	Drilled Concrete Piers	Diesel
13.	Concrete Paving	Same as concrete #2
14.	Kitchen Equipment	Burkett
15.	Fire Protection	Quality
16.	Plumbing	Radar
17.	Plumbing Insulation	Same as plumbing #16

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the Contractor)
18.	Mechanical Piping	Hudson
19.	HVAC Sheet Metal	Same as mechanical #18
20.	Mechanical Insulation	"
21.	BAS Controls	"
22.	BAS Controls Wiring	"
23.	Electrical Contractor	CV Delta Delta
24.	Fire Alarm Contractor	Same as electrical #23
25.	Voice / Data Contractor	Norcom
26.	Audio / Video Contractor	Same as #25
27.	Access Controls Contractor	"
28.	Video Surveillance Contractor	"
29.	Intercom Contractor	"
30.	Lightning Protection Contactor	Same as electrical #23
31.	Lines below are for changes to subcontractors above if Alternate Bid results in a change to the responsible subcontractor	
32.		
33.		
34.		
35.		
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LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:

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

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

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

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

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	042000 Face Brick		
2.	072726 Fluid Applied Air Barrier		
3.	074213.23 Metal Composite Wall and Soffit Panels		
4.	075216 Modified Bit Roofing		
5.	084113 Aluminum Framed Entrances and Storefronts		
6.	085113 Aluminum Windows		
7.	087100 Door Hardware – Panic Devices		
8.	087100 Door Hardware - Closers		
9.	087100 Door Hardware - Locksets		
10.	087100 Door Hardware - Hinges		
11.	087100 Door Hardware - Cylinders		
12.	095113 Acoustical Panel Ceilings		
13.	099100 Painting		
14.	220200 Plumbing Trim (Faucets)		
15.	220200 Domestic Water Heater		
16.	220200 Water Heater Storage Tanks		
17.	220300 Grease Trap		
18.	220200 Drinking Fountain / Bottle Filling Station		

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
19.	230200 Blower Coils/Fan Coils		
20.	230200 Air Cooled Screw Compressor Chiller		
21.	230200 Outside Air Handling Unit		
22.	230200 Outside Air VAV Terminal Boxes		
23.	230200 Kitchen Make-up Air Unit		
24.	230200 Condensing Units		
25.	231100 Grilles Registers & Diffusers		
26.	230100 Pumps		
27.	250400 Building Automation System		
28.	250400 Variable Frequency Drives		
29.	260526 Grounding Equipment		
30.	260600 Intercom System		
31.	262400 Power Distribution Equipment		
32.	262726 Wiring Devices		
33.	263213 Generator		
34.	263213 Automatic Transfer Switches (ATS)		
35.	265113 Interior Lighting		
36.	265123 Exterior Lighting		
37.	270610 Voice / Data – Equipment and Cabling Equipment		
38.	272800 Audio / Video Systems		
39.	286601 Lightning Protection Equipment		
40.			

UNIT PRICES:

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

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

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

	WORK (to be filled out by the Architect)	PRICE / UNIT (to be filled out by the Contractor)	UNIT (to be filled out by the Contractor)
1.	Undercutting, backfilling and compacting 3,000 SF of area 12" below the sub-grade of the building		
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.	Undercut/engineered fill for repair of damaged roads		
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.	5" Interior Concrete Slab on Grade		
11.	Painting: 10 SF block filler and (2) finish coats on CMU		
12.	S-2 ceiling supply diffuser with 6' of 8" flex duct and manual damper		
13.	3" copper pipe, insulation, w/ hangers		
14.	2" copper pipe, insulation, w/ hangers		
15.	3/4" copper pipe, insulation, w/ hangers		
16.	2-1/2" Sch 40 steel hydronic pipe, insulation w/hangers		
17.	6" Sch 40 steel hydronic pipe, insulation w/hangers		
18.	4" PVC Sanitary sewer below slab, with trenching & backfill		
19.	6" PVC Sanitary sewer below slab, w/ trenching & backfill		

	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.	6" PVC roof drain piping above slab, w/ insulation		
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		
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.

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
1.			
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19.			

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
20.			
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44.			

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
45.			
46.			
47.			
48.			
49.			
50.			

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR / BIDDER: Graybach, LLC

AUTHORIZED REPRESENTATIVE'S NAME: 
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): Pete Subach

AUTHORIZED REPRESENTATIVE'S TITLE: Member

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

This form shall not be modified.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Graybach, LLC
2416 Central Parkway
Cincinnati, OH 45214

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ five percent (5%) of the total bid amount

PROJECT:

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

Addition & Renovation White's Tower Elementary School
2977 Harris Pike
Independence, KY 41051

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 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.

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

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


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

Init.

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User Notes: (3B9ADA3D)

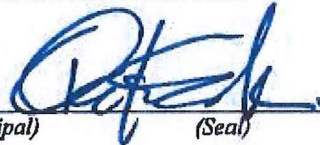
furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of July, 2021.


(Witness)


(Witness)

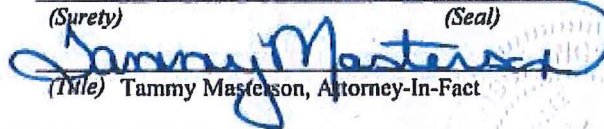
Graybach, LLC
(Contractor as Principal)


(Seal)

Member
(Title)

Atlantic Specialty Insurance Company
(Surety)

(Seal)


(Title) Tammy Masterson, Attorney-In-Fact

Init.



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: **Stella Adams, Evan R. Derr, G. Dale Derr, Tammy Masterson, Mary Beth Milling, Mark Nelson, Nancy Nemec, Randal T. Noah, Liz Ohl, Katie Rose, Julie Siemer**, 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.

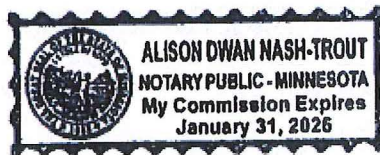
STATE OF MINNESOTA
HENNEPIN COUNTY




By


Paul J. Brehm, Senior Vice President

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 8th day of July, 2021.

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary

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

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

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

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

n/a

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

Name

Member

Title

Graybach, LLC
Name of Company

Subscribed and Sworn to Me this

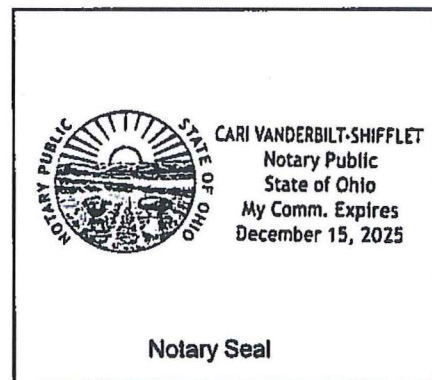
8th day of July

20 21

Notary Signature

My Commission expires:

December 15, 20 21



GRAYBACH

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	Glen Gary
2.	072726 Fluid Applied Air Barrier	Carter Water	Carlisle
3.	074213.23 Metal Composite Wall and Soffit Panels	Alpatic Alucobond	Alpatic Alucobond
4.	075216 Modified Bit Roofing	Siplast	Siplast
5.	084113 Aluminum Framed Entrances and Storefronts	EFCO	EFCO
6.	085113 Aluminum Windows	WINCO	WINCO
7.	087100 Door Hardware - Panic Devices	Kelley Bros.	Falcon
8.	087100 Door Hardware - Closers	Kelley Bros.	Falcon
9.	087100 Door Hardware - Locksets	Kelley Bros.	Falcon
10.	087100 Door Hardware - Hinges	Kelley Bros.	Ives
11.	087100 Door Hardware - Cylinders	Kelley Bros.	Schlage
12.	095113 Acoustical Panel Ceilings	Certain-teed	Certain-teed
13.	099100 Painting	Sherwin Williams	Sherwin Williams
14.	220200 Plumbing Trim (Faucets)	Ferguson	Zurn, Pfaff, McGee
15.	220200 Domestic Water Heater	Corken	Lochnivar
16.	220200 Water Heater Storage Tanks	N/A	N/A
17.	220300 Grease Trap	Ferguson	Schier GB250
18.	220200 Drinking Fountain / Bottle Filling Station	Ferguson	Elkay

	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.	230200 Blower Coils/Fan Coils	Trane	Trane
20.	230200 Air Cooled Screw Compressor Chiller	Elitaire	Daikin
21.	230200 Outside Air Handling Unit	Elitaire	Daikin
22.	230200 Outside Air VAV Terminal Boxes	Controlled Air	Titus
23.	230200 Kitchen Make-up Air Unit	Captive Air	Captive Air
24.	230200 Condensing Units	Trane	Trane
25.	231100 Grilles Registers & Diffusers	Controlled Air	Titus
26.	230100 Pumps	Blackmore Glunt	Bell Gossett
27.	250400 Building Automation System	Base - Comfort Systems Alt. - Siemens	Schneider/Siemens
28.	250400 Variable Frequency Drives	Base - Comfort Systems Alt. - Siemens	Square D/ABB
29.	260526 Grounding Equipment	Richards	Erico/Southwire
30.	260600 Intercom System	Bogen	Bogen
31.	262400 Power Distribution Equipment	FD Lawrence	Square D
32.	262726 Wiring Devices	Richards	Leviton
33.	263213 Generator	N/A	N/A
34.	263213 Automatic Transfer Switches (ATS)	N/A	N/A
35.	265113 Interior Lighting	FD Lawrence	See Attached
36.	265123 Exterior Lighting	FD Lawrence	See Attached
37.	270810 Voice / Data - Equipment and Cabling Equipment	Ortronics	Ortronics
38.	272800 Audio / Video Systems	Clevertouch	Clevertouch
39.	286601 Lightning Protection Equipment	Maxwell	Thompson
40.			

DELTA Electrical Contractors, LTD
Fixture Take-Off

Job Name: **White's Tower Elementary**

Package:

Type	Manufacturer
A	METALUX
A2	METALUX
A3	METALUX
A13D	METALUX
AK	FAIL-SAFE
D1	HALO
DW	HALO
E1	BEGHELLI
H	METALUX
L16	METALUX
L2	NEORAY
R	METALUX
S	MCGRAW
SW	MCGRAW
X1	SURE-LITE
X2	SURE-LITE

UNIT PRICES:

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

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

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

	WORK (to be filled out by the Architect)	PRICE / UNIT (to be filled out by the Contractor)	UNIT (to be filled out by the Contractor)
1.	Undercutting, backfilling and compacting 3,000 SF of area 12" below the sub-grade of the building	2,250.00	LS
2.	Undercut (1) CY of unsuitable soil, backfilling and compacting (1) CY of fill material suitable for slab-on-grade.	150.00	CY
3.	Undercut (1) CY of unsuitable soil, backfilling and compacting (1) CY of fill material suitable for footing bearing capacity.	250.00	CY
4.	Asphalt Patch	80.00	SF
5.	Undercut/engineered fill for repair of damaged roads	150.00	CY
6.	10 CY of Machine Excavation	275.00	10 CY
7.	10 CY of flowable fill	2,000.00	10 CY
8.	(1) LF, 30" diameter drilled pier, complete	80.00	LF
9.	(1) LF, 30" diameter casing for drilled pier	100.00	LF
10.	5" interior Concrete Slab on Grade	10.00	SF
11.	Painting: 10 SF block filler and (2) finish coats on CMU	10.00	10 SF
12.	S-2 ceiling supply diffuser with 6" of 8" flex duct and manual damper	360.00	EA
13.	3" copper pipe, insulation, w/ hangers	90.00	LF
14.	2" copper pipe, insulation, w/ hangers	55.00	LF
15.	3/4" copper pipe, insulation, w/ hangers	25.00	LF
16.	2-1/2" Sch 40 steel hydronic pipe, insulation w/hangers	75.00	LF
17.	6" Sch 40 steel hydronic pipe, insulation w/hangers	130.00	LF
18.	4" PVC Sanitary sewer below slab, with trenching & backfill	60.00	LF
19.	6" PVC Sanitary sewer below slab, w/ trenching & backfill	65.00	LF

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
20.	6" PVC roof drain piping above slab, w/ insulation	50.00	LF
21.	Replace existing 2" domestic water valve w/ ball valve	175.00	EA
22.	Replace existing 1" domestic water valve w/ ball valve	90.00	EA
23.	10' of 1" branch piping with a new semi-recessed head	155.00	EA
24.	4" Sch 10 steel pipe main w/ hangers	30.00	LF
25.	2" Sch 40 steel pipe main w hangers	24.00	LF
26.	1" Sch 40 steel branch piping w/ hangers	22.00	LF
27.	Provide quad receptacle and circuit with conduit, outlet box, junction boxes, receptacles and 50' of 3 conductor, 10 AWG wire, circuit breaker, and labor	525.00	EA
28.	Provide indoor video surveillance camera and 250 feet of cable installed complete	2,000.00	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	825.00	EA
30.	Provide Wall Mounted Occupancy Sensor, Installed	250.00	EA
31.	Provide Ceiling Mounted Occupancy Sensor, Installed	325.00	EA
32.	Provide Ceiling Mounted Occupancy Sensor power pack, Installed	750.00	EA
33.	Provide EMT Conduit (3/4"), Installed	8.00	LF
34.	Provide EMT Conduit (2"), Installed	15.00	LF
35.	Provide 3 Pole, 100A Frame, 600V Circuit Breaker, Installed	1,100.00	EA
36.	Provide 110 cd Speaker/Strobe Fire Alarm Device, Installed	425.00	EA
37.	Provide Fire Alarm Supervisory Device, Installed	330.00	EA
38.	Provide Fire Alarm Pull Station and 100' of cable and conduit, Installed	1,100.00	EA
39.	Provide Duct Mounted Smoke Detector, Installed	900.00	EA
40.	Provide data outlet with jack and 100' of CAT 6 cable, Installed	450.00	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.

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
1.	Michels Construction	Asphalt	7,500.00
2.	SRM Concrete	Concrete	58,957.00
3.	White Cap	Wire Mesh	5,100.00
4.	Hilltop Companies	Aggregate	15,500.00
5.	Spring Creek Building Supply	Rebar	14,727.00
6.	Division 4, Inc.	Brick + Glazed Tile	35,600.00
7.	Reading Rock, Inc.	CMU	29,250.00
8.	Cincinnati Construction Products	Metal Decking	76,300.00
9.	US Specialties Holding Co.	Casework	16,537.00
10.	Siplast	Roofing	67,349.00
11.	Kelley Brothers	Doors, Frames + Hardware	59,443.00
12.	EFCO	Aluminum Storefront	5,335.00
13.	Winco Windows	Aluminum Windows	32,512.00
14.	United Building Materials	Acoustical Ceilings	39,610.00
15.	Forbo Industries	Linoleum Flooring	49,843.00
16.	Dal-Tile Corporation	Tile	11,711.00
17.	Carpet Cushions + Supply	Base, Transitions + Grouts	11,980.00
18.	Columbus Awnings	Awnings	12,250.00
19.	Architect Sales, Inc	Visual Display Boards	8,080.00

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
20.	Parkreation, Inc.	Shade Structure	7,324.00
21.	Burkett Restaurant Eq.	Food Service Equipment	223,256.00
22.	Ask Amy Furnishings	Window Shades	7,105.00
23.	Ferguson Enterprises	Plumbing Fixtures + Accessories	70,266.00
24.	Controlled Air	Air Devices + VAV's	9,370.00
25.	EAP, Inc.	Fans, Relief Hood + Louvers	18,750.00
26.	Cici Boiler Room Inc.	Boiler	15,650.00
27.	ElitAire LLC	HVAC Equipment	24,750.00
28.	Daikin Applied	HVAC Equipment	130,250.00
29.	Trane	HVAC Equipment	99,000.00
30.	Blackmore + Glunt	Pumps	44,646.00
31.	Siemens	Controls	113,700.00
32.	Mainline	Pipe, Valves + Fittings	47,000.00
33.	Macomb	Pipe, Fittings + Hangers	34,000.00
34.	FD Lawrence	Lighting, Controls + Equipment	165,000.00
35.	IPS	Fire Alarm	33,000.00
36.	WESCO	Conduit + Wire	150,000.00
37.			
38.		TOTAL	1,750,645.00
39.			
40.			
41.			
42.			
43.			
44.			

DIRECT MATERIAL PURCHASES:

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2.	SRM Concrete	Concrete	58,957.00
3.	White Cap	Wire Mesh	5,100.00
4.	Hilltop Companies	Aggregate	15,500.00
5.	Spring Creek Building Supply	Rebar	14,727.00
6.	Division 4, Inc.	Brick + Glazed Tile	35,600.00
7.	Reading Rock, Inc.	CMU	29,250.00
8.	Cincinnati Construction Products	Metal Decking	76,300.00
9.	US Specialties Holding Co.	Casework	16,537.00
10.	Siplast	Roofing	67,349.00
11.	Kelley Brothers	Doors, Frames + Hardware	59,443.00
12.	EFCO	Aluminum Storefront	5,335.00
13.	Wince Windows	Aluminum Windows	32,512.00
14.	United Building Materials	Acoustical Ceilings	39,610.00
15.	Forbo Industries	Linoleum Flooring	49,843.00
16.	Dal-Tile Corporation	Tile	11,711.00
17.	Carpet Cushions + Supply	Base, Transitions + Grouts	11,980.00
18.	Columbus Awning	Awnings	12,250.00
19.	Architect Sales, Inc	Visual Display Boards	8,080.00

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
20.	Parkreation, Inc.	Shade Structure	7,324.00
21.	Buckett Restaurant Eq.	Food Service Equipment	223,256.00
22.	Ask Amy Furnishings	Window Shades	7,105.00
23.	Ferguson Enterprises	Plumbing Fixtures + Accessories	70,266.00
24.	Controlled Air	Air Devices + VAV's	9,370.00
25.	EAP, Inc.	Fans, Relief Hood + Louvers	18,750.00
26.	Cici Boiler Room Inc.	Boiler	15,650.00
27.	ElitAire LLC	HVAC Equipment	24,750.00
28.	Daikin Applied	HVAC Equipment	130,250.00
29.	Trane	HVAC Equipment	99,000.00
30.	Blackmore & Glunt	Pumps	44,646.00
31.	Siemens	Controls	113,700.00
32.	Mainline	Pipe, Valves + Fittings	47,000.00
33.	Macomb	Pipe, Fittings + Hangers	34,000.00
34.	FD Lawrence	Lighting, Controls + Equipment	165,000.00
35.	IPS	Fire Alarm	33,000.00
36.	WESCO	Conduit + Wire	150,000.00
37.			
38.		TOTAL	1,750,645.00
39.			
40.			
41.			
42.			
43.			
44.			

BG# 21-145

Date Submitted

Delivery Method

PO Certification Statement Phase

District Code 291

District Name Kenton County School District

☒

GC

☐

GESC

☒

Initial Statement

☐

Final Statement

School Code

Facility Name White's Tower Elementary

☐

CM

☐

Change Order Stmt.

Contractor Name	PO Number	Bid. Pack. #	Specification Section No.	Purchase Order Description	Vendor Name	Initial PO Amount	Change Order Amount To Date	Reason For Change	Final PO Amount
Michels Construction			321216	Asphalt	Michels Construction	7,500.00			7,500.00
Knose Concrete			033000	Concrete	SRM Concrete	58,957.00			58,957.00
Knose Concrete			033000	Wire Mesh	White Cap	5,100.00			5,100.00
Knose Concrete			033000	Aggregate	Hilltop Companies	15,500.00			15,500.00
Knose Concrete			033000	Rebar	Sprnk Creek Building Supply	14,727.00			14,727.00
Kurzahls Masonry			042000	Brick and Glazed Tile	Division 4, Inc.	35,600.00			35,600.00
Kurzahls Masonry			042000	Concrete Masonry Units	Reading Rock, Inc.	29,250.00			29,250.00
G&H Welding			053100	Metal Decking	Cincinnati Construction Products	76,300.00			76,300.00
US Specialties			064116	Casework	U.S. Specialties Holding Co.	16,537.00			16,537.00
American Roofing			075216	Roofing Membrane	Siplast	67,349.00			67,349.00
Graybach, LLC			081113	Doors, Frames & Hardware	Kelley Brothers	59,443.00			59,443.00
McAndrews Glass			084113	Aluminum Storefront	EFCO	5,335.00			5,335.00
McAndrews Glass			085113	Aluminum Windows	Winco Windows	32,512.00			32,512.00
Cincinnati Interiors			095113	Acoustical Ceilings	United Building Materials	39,610.00			39,610.00
Wetzel Flooring			093013	Tile	Dal-Tile	11,711.00			11,711.00
Wetzel Flooring			096518	Linoleum Flooring	Forbo Industries	49,843.00			49,843.00
Wetzel Flooring			096813	Base, Transition & Grout	Carpet Cushions & Supply	11,980.00			11,980.00
Graybach, LLC			101100	Visual Display Boards	Architect Sales	8,080.00			8,080.00
Columbus Awning			105300	Aluminum Awnings	Columbus Awnings	12,250.00			12,250.00
Graybach, LLC			n/a	Sunshade Structure	Parkreation, Inc.	7,324.00			7,324.00

All signatures below are required based upon the appropriate PO certification statement phase. (Initial / Final)

Initial PO Total

\$ 564,908.00

\$

-

Final PO Total

\$ 564,908.00

Initial Certification Statement

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

Final Certification Statement

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

Owner's Signature

Date

Owner's Signature

Date

General Contractor's / Construction Manager's Sigr

Date

General Contractor's / Construction Manager's Signature

Date

Architect's Signature

Date

Architect's Signature

Date

PO Certification Statement Phase

Final Statement

Change Order Stmt.

[illegible]

PO Certification Statement Phase

Final Statement

Change Order Stmt.

Contractor Name	PO Number	Bid. Pack. #	Specification Section No.	Purchase Order Description	Vendor Name	Initial PO Amount	Change Order Amount To Date	Reason For Change	Final PO Amount
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
All signatures below are required based upon the appropriate PO certification						Initial PO Total	\$ 1,185,737.00	\$ -	Final PO Total \$ 1,185,737.00

All signatures below are required based upon the appropriate PO certification statement phase. (Initial / Final)

Initial Certification Statement

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

Owner's Signature _____ Date _____

General Contractor's / Construction Manager's Signat	Date
--	------

Architect's Signature _____ Date _____

Final Certification Statement

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

Owner's Signature _____ Date _____

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

Architect's Signature
Date