ROBERT EHMET HAYES & ASSOCIATES, PLLC
2512 DIXIE HIGHWAY, FT. MITCHELL, KENTUCKY 41017-3094

ARCHITECTS
859-331-3121
reh@reharchitects.com
www.reharchitects.com

October 14, 2021

VIA USPS

Mr. John Hodge
Century Construction
34 Kenton Lands Road
Erlanger, Kentucky 41018

Re: Lloyd High School – Baseball Field Upgrades
REH #127-421 / BG #21-343

Dear Mr. Hodge:

Please see the attached for referenced project:

Enclosures: Three copies of Standard Form of Agreement between Owner and Contractor.
Bid Deposit Check

Action Required:
1. Sign all copies.
2. Complete Certificate of Corporate Principal.
3. Return all copies of the Contract to this office for further execution and eventual return of one fully-executed copy to you.

Submissions Required with Contract (each originally signed):
1. Three copies of the Performance Bond and Payment Bond in accordance with the forms and conditions in the Project Manual, along with the Surety's Power of Attorney. Please be certain that the name and Kentucky address of the Surety's resident agent or Attorney-in-Fact are shown on each bond.

2. Three copies of the insurance certificate, naming the Owner as the certificate holder (Erlanger-Elsmere Independent Board of Education, 500 Graves Avenue, Erlanger, Kentucky 41018), executed in accordance with the Owner's requirements as set forth in Articles 11, Insurance, of the General Conditions and Supplementary Conditions.

Please also submit your Schedule of Values and Construction Schedule.

Sincerely,

Ehmet Hayes

EH: bam

c: Mr. Chad Molley w/ Unexecuted Agreement (for Owner's legal review and approval prior to execution)
Gary Leist w/ Unexecuted Agreement, Form of Proposal, Bid Security, Bid Tab, published Advertisement for Bids, Recommended Award, Board approved revised BG-1

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

REVIEW COPY ONLY

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

BETWEEN the Owner:
(Name, legal status, address and other information)
Erlanger-Elsmere Board of Education
500 Graves Avenue
Erlanger, Kentucky 41018

and the Contractor:
(Name, legal status, address and other information)
Century Construction, Inc.
34 Kenton Lands Road
Erlanger, Kentucky 41019

for the following Project:
(Name, location and detailed description)
Lloyd High School - Baseball Field Upgrades
450 Bartlett Avenue, Erlanger, Kentucky 41018

REH #127-421 / BG #21-343

This project consists of replacement of the baseball field netting at the high school. The existing wooden poles with net will be removed and a new net system of approximately the same height and span will be installed. Some outfield fence will also be replaced. Seed and straw will occur at the disturbed areas.

The Architect:
(Name, legal status, address and other information)
Robert Ehmet Hayes & Associates, PLLC
2512 Dixie Highway
Fort Mitchell, Kentucky 41017

The Owner and Contractor agree as follows.

KENTUCKY DEPARTMENT OF EDUCATION
Every Child Proficient and Prepared for SUCCESS

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

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

March 31, 2022

Portion of Work	Substantial Completion Date

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

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

($ 0), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be
Three Hundred Thirteen Thousand Five Hundred Dollars
($ 313,500), 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	$	306,000
Sum of Accepted Alternates	$	7,500
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	$	313,500
Sum of Owner's direct Purchase Orders	$	N/A
Contract Sum (total construction cost less Owner direct Purchase Orders)	$	313,500

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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
Alternate No. 1	Grading in the Outfield	$7,500
	Total of Alternates	$7,500

§ 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.)

As outlined on Century Construction's 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.)

As outlined in the Bidding and Contract documents.

Item	Price

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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:
Contractor shall submit each application for payment to the Architect allowing seven days for his review and for receipt of the application by the Owner the first Thursday of each month. Owner will make payment within twenty (20) days after the application has been approved by the Owner and release has been authorized.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the 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 ( ) 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.)

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.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.

The first paragraph of 5.1.3 above is deleted.

Payments to the Contractor shall be in accordance with the General, Supplementary, and other Conditions of the Contract, and Section 012900 "Payment Procedures".

§ 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.)

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§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007 — KDE Version, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007 — KDE Version

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

☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

See 5.1.2 above

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

Mr. Chad Molley, Superintendent
Erlanger-Elsmere Board of Education
500 Graves Avenue
Erlanger, Kentucky 41018

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

Mr. John Hodge
Century Construction
34 Kenton Lands Road
Erlanger, Kentucky 41018

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§ 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:

AWARD OF THE CONTRACT - Award of this Contract is subject to acceptance of the bids by the Kentucky Department of Education.

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 Conditions, Pages 1 - 6

Document	Title	Date	Pages

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

See Exhibit 'A' attached to this Agreement

Section	Title	Date	Pages

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

Number	Title	Date
1 of 1	Lloyd High School - Baseball Field Upgrades	8/12/21

§ 9.1.6 The Addenda, if any:
(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
One	9/29/21	1 of 1 + attachments

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

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

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

9.1.7.1 above is deleted.

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

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

C. is not applicable.
D. Supplementary Instructions to Bidders, Pages 1 - 4.
E. Century Construction's Form of Proposal, Pages 1 through 4, dated October 6, 2021, with accompanying Conflict of Interest, Bid Bond, and Power of Attorney, all dated October 6, 2021.

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.)

Insurance as outlined in the Contract Documents.
KDE version of Performance and Payment Bonds, AIA Document A312, 2020 to be executed with 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.

DO NOT SIGN

OWNER *(Signature)*

(Printed name and title)

DO NOT SIGN

CONTRACTOR *(Signature)*

(Printed name and title)

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Lloyd High School
Baseball Field Upgrades

KENTUCKY DEPARTMENT OF EDUCATION
702 KAR 4:160

COPY

FORM OF PROPOSAL

BG # 21-343 REH # 127-421

Date: 10/6/2021 To: (Owner) Erlanger-Elsmere Board of Education

Project Name: Lloyd High School – Baseball Field Upgrades Bid Pkg No. _____

City, County: Erlanger, Kenton

Name of Contractor: Century Construction, Inc.

Mailing Address: 34 Kenton Lands Rd., Erlanger, KY 41018

Business Address: Same Telephone: 859-331-6626

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 (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:

$306,000.
Use Figures

Three hundred six thousand Dollars & Zero Cents
Use Words

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

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

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid)
Alt. Bid No. 1	Grading in the Outfield	$7,500.		☐
Alt. Bid No. 2				☐
Alt. Bid No. 3				☐
Alt. Bid No. 4				☐
Alt. Bid No. 5				☐
Alt. Bid No. 6				☐
Alt. Bid No. 7				☐
Alt. Bid No. 8				☐
Alt. Bid No. 9				☐
Alt. Bid No. 10				☐

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.

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.	Chain Link Fence Installer	R & M
2.	Sports Equipment Installer	R & M
3.		
4.		
5.		

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.

The bidders shall submit the list of suppliers and manufacturers with 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.	Chain Link Fence	R & M	R & M
2.	Sports Equipment (net)	R & M	Sports Edge
3.	Concrete Supplier	TBD	TBD
4.			
5.			

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.	Topsoil Spread	$100.	cy
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

COMPLETION OF PROJECT:

The Bidder proposes and agrees to substantially complete all Work under this Contract no later than 3/31/22. To meet this schedule Contractor may have to factor acceleration costs and overtime in his Bid.

CERTIFICATE OF CORPORATE PRINCIPAL
(To Be Completed if Bidder is a Corporation)

I, David J. Hodge, certify that I am the Secretary of the Company named as Bidder in the within Bid, that John F. Hodge, who signed this Bid on behalf of the Bidder, was then President of said Company, that I know his signature and his signature hereto is genuine; and that said Bid was duly signed, sealed, and attested for and on behalf of said Company by authority of its governing body and is within the scope of its powers.

By: _____

State of Incorporation: Kentucky

Corporate Seal:

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: Century Construction, Inc.

AUTHORIZED REPRESENTATIVE'S NAME: _____
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): John F. Hodge

AUTHORIZED REPRESENTATIVE'S TITLE: President

Resident Bidder (As defined in Kentucky Department of Education Amendment to Instructions to Bidders AIA A701, 1997, as amended by the Supplementary Instructions to Bidders at Article 5.3.1)

(X) Yes ( ) No

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

This form shall not be modified.

Lloyd High School
Baseball Field Upgrades

CONFLICT OF INTEREST

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

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

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

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

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

I hereby certify that no member of my immediate family is an employee or board member of the Erlanger-Elsmere Board of Education.

Signature John F. Hodge

October 6, 2021
Date

References: KRS 156.480, 0AG 80-32, Model Procurement Code 45A.455

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

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Century Construction, Inc.
P.O. Box 18670
Erlanger, KY 41018

SURETY:
(Name, legal status and principal place of business)
Ohio Farmers Insurance Company
One Park Circle, P.O. Box 5001
Westfield Center, OH 44251

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.

OWNER:
(Name, legal status and address)
Erlanger-Elsmere Board of Education
500 Graves Avenue
Erlanger, KY 41018

BOND AMOUNT: Five Percent (5%) of the Total Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
Lloyd High School Baseball Field Upgrades
Erlanger, KY

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

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

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

Signed and sealed this 6th day of October 2021.

Dianne Goetz *(Witness)*	Century Construction, Inc. *(Principal)* *(Seal)*
	(Title) John F. Hodge, President
Stella Adams *(Witness)*	Ohio Farmers Insurance Company *(Surety)* *(Seal)*
	(Title) Tiffiany Sobich, Attorney-In-Fact

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THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 04/09/21, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

CERTIFIED COPY

POWER NO. **3411942 04**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

MARK NELSON, RANDAL T. NOAH, STELLA ADAMS, G. DALE DERR, EVAN R. DERR, TAMMY L. MASTERSON, KATIE ROSE, JULIE SIEMER, NANCY NEMEC, LIZ OHL, TIFFIANY GOBICH, JOINTLY OR SEVERALLY

of **CINCINNATI** and State of **OH** its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-In-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **09th** day of **APRIL** A.D., **2021** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **09th** day of **APRIL** A.D., **2021** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 6th day of October A.D., **2021** .

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

Certificate of Corporate Principal (Contractor)

(To be executed if Contractor is a Corporation)

I, _____, certify that I am the _____ of the organization named as Contractor herein, that _____, the officer who signed this Agreement on behalf of the Contractor, was then _____ of said organization, and that this Agreement was duly signed for and in behalf of said organization by authority of its governing body and is within the scope of its powers.

_____

State of Incorporation: _____

Corporate Seal:

Certificate of Corporate Principal (Owner)

(To be executed if Owner is a Corporation)

I, _____, certify that I am the _____ of the organization named as Owner herein, that _____, the officer who signed this Agreement on behalf of the Owner, was then of said organization, and that this Agreement was duly signed for and in behalf of said organization by authority of its governing body and is within the scope of its powers.

_____

State of Incorporation: _____

Corporate Seal: