

ROBERT EHMET HAYES & ASSOCIATES, PLLC

2512 DIXIE HIGHWAY, FT. MITCHELL, KENTUCKY 41017-3094

ARCHITECTS

859-331-3121

reh@reharchitects.com

www.reharchitects.com

July 11, 2022

VIA EMAIL

Mr. Steven Walter
Trisco Systems, Inc.
2000 Baty Road
Lima, Ohio 45807

Re: Southgate Pubic School – Emergency Masonry Restoration
REH #350-222

Dear Mr. Walter:

Please see the attached for referenced project.

Enclosures: Copy of Standard Form of Agreement between Owner and Contractor.

Action Required:

1. Sign the copy.
2. Complete Certificate of Corporate Principal.
3. Return a copy 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. Copy of the insurance certificate, naming the Owner as the certificate holder (Southgate Independent Board of Education, 6 William F. Blatt Street, Southgate, Kentucky 41071), executed in accordance with the Owner's requirements as set forth in Articles 11, Insurance, of the General Conditions and Supplementary Conditions.
2. Originally signed Performance Bonds and Payment Bonds.

Please also submit your Schedule of Values and Construction Schedule.

Best regards,

Ehmet Hayes / gH7

Ehmet Hayes

EH: jhf

Enclosures

c: Mr. Greg Duty w/ Unexecuted Agreement (for Owner's legal review and approval prior to execution)
Gary Leist w/ Unexecuted Agreement, Form of Proposal and Bid Solicitation

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 Twenty-First day of June
in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Southgate Independent Board of Education
6 William F. Blatt Street
Southgate, Kentucky 41071

and the Contractor:
(Name, legal status, address and other information)
Trisco Systems, Inc.
2000 Baty Road
Lima, Ohio 45807

for the following Project:
(Name, location and detailed description)
Southgate Public School - Emergency Masonry Restoration
6 William F. Blatt Street, Southgate, Kentucky 41071
REH #350-222

This project consists of exterior masonry restoration around the east portion of the school building. It includes tuckpointing, power washing, ceiling, along with mortar and sealant solutions.

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.



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

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

Init.

AIA Document A101–2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. Kentucky Department of Education Version of AIA Document A101–2007. Copyright © 2014 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 07/11/2022 10:48:02 under license number 2114342374, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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
Total Project

Substantial Completion Date
August 18, 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
N/A

(\$ N/A), 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
Thirty-Four Thousand Six Hundred Ninety-Two Dollars
(\$34,692), 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	\$	34,692
Sum of Accepted Alternates	\$	N/A
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$	34,692
Sum of Owner's direct Purchase Orders	\$	N/A
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$	34,692

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.)

None.

Number	Item Description	Amount
Total of Alternates		

§ 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 Trisco Systems, Inc.'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
------	-------

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 Owner one week before 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.)

Init.

- 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.

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

Paragraph 5.1.3 above is deleted.

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

§ 5.2 FINAL PAYMENT

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

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

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

See Article 5.1.2 above.

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

Greg Duty, Superintendent
Southgate Independent Board of Education
6 William F. Blatt Street
Southgate, Kentucky 41071

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

Steven W. Walter, President
Trisco Systems, Inc.
2000 Baty Road
Lima, Ohio 45807

Init.

§ 9.1.5 The Drawings:

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

Number	Title	Date
1	Southgate Independent Schools Masonry Repairs	June 16, 2022

§ 9.1.6 The Addenda, if any:

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

None.

Number	Date	Pages
--------	------	-------

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

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

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

9.1.7.1 above is deleted.

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
- B. See E. below.
- C. Is not applicable.
- D. Supplementary Instructions to Bidders, Pages 1-5.
- E. Trisco Systems, Inc.'s Form of Proposal, Pages 1 through 4, with accompanying Conflict of Interest, and Resident Affidavit, all dated June 14, 2022.

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 Documents A312, 2010, 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.

OWNER (Signature)

Greg Duty, Superintendent

(Printed name and title)

CONTRACTOR (Signature)

Steven Walter, President

(Printed name and title)

Init.

AIA Document A101–2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. Kentucky Department of Education Version of AIA Document A101–2007. Copyright © 2014 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 07/11/2022 10:48:02 under license number 2114342374, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

EXHIBIT "A"

CONTRACT DOCUMENTS

Section 011000 - Summary

1 – 5

Division 01 – General Requirements

012100	Allowances	01 – 1
012200	Unit Prices	01 – 1
012300	Alternates	01 – 1
012900	Payment Procedures	01 – 1
013100	Project Management and Coordination	01 – 2
013300	Submittal Procedures	01 – 3
014000	Quality Requirements	01 – 5
015000	Temporary Facilities and Controls	01 – 6
016000	Product Requirements	01 – 7
017300	Execution	01 – 8
017419	Construction Waste Management and Disposal	01 – 10
017700	Closeout Procedures	01 – 11

Division 04 – Masonry

040120.63	Brick Masonry Repair	1 – 9
040120.64	Brick Masonry Repointing	1 – 8

Division 07 – Thermal and Moisture Protection

0709200	Joint Sealants	1 – 5
---------	----------------	-------

Division 09 – Finishes

099100	Painting	1 – 6
--------	----------	-------

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:

KENTUCKY DEPARTMENT OF EDUCATION
702 KAR 4:160
Southgate Public School
Emergency Masonry Restoration

FORM OF PROPOSAL

BG No. _____ REH Project No. 350-222

Date: June 14, 2022 To: (Owner) Southgate Independent Board of Education

Project Name: Southgate Public School – Emergency Masonry Restoration Bid Package No. _____

City, County: Southgate, Campbell County

Name of Contractor: Trisco Systems, Inc.

Mailing Address: 2000 Baty Road, Lima OH 45807

Business Address: Same Telephone: 419-339-3906

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 None (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:

\$34,692.00

Use Figures

Thirty four thousand six hundred ninety two

Use Words

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)
N/A				☐

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.

KENTUCKY DEPARTMENT OF EDUCATION

702 KAR 4:160

Southgate Public School

Emergency Masonry Restoration

FORM OF PROPOSAL

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the contractor)
1.	Masonry Repointing/Repair	Self-perform
2.	Joint Sealant Installer	Self-perform
3.	Paint	Self-perform
4.		

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.

	<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.	Sealants	Chas E. Phipps	BASF/ Tremco/ Sika/ Dow
2.	Paint	Sherwin Williams/ PPG	Sherwin Williams/ PPG
3.			
4.			

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 with the bid.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u>
1.	Tuckpointing	\$22.00	sf.

KENTUCKY DEPARTMENT OF EDUCATION

702 KAR 4:160

Southgate Public School

Emergency Masonry Restoration

FORM OF PROPOSAL

2.	Removal and Replacement of Brick, including necessary tuckpointing	\$41.00	ea.
3.			
4.			

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.	None	TBD	TBD

COMPLETION OF PROJECT:

The Bidder proposes and agrees to substantially complete all Work under this Contract no later than August 1, 2021. To meet this schedule Contractor may have to factor acceleration costs and overtime in his Bid.

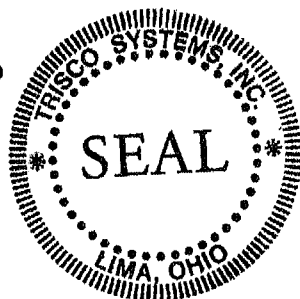
CERTIFICATE OF CORPORATE PRINCIPAL

(To Be Completed if Bidder is a Corporation)

I, Brian U. Walter, certify that I am the Vice President of the Company named as Bidder in the within Bid, that Steven W. Walter, 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.

State of Incorporation: Ohio

Corporate Seal:



By:

Brian U. Walter, Vice President
Trisco Systems, Inc.

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: Trisco Systems, Inc.

AUTHORIZED REPRESENTATIVE'S NAME: Steven W. Walter, President

Signature



Resident Bidder (As defined in Article 15 of Instructions to Bidders AIA A701, 1997 – KDE Version) ☒ Yes ☐ No

AUTHORIZED REPRESENTATIVE'S NAME (printed): Steven W. Walter

President

AUTHORIZED REPRESENTATIVE'S TITLE: Trisco Systems, Inc.

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

This form shall not be modified.

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 Southgate Independent Board of Education.


Signature Steven W. Walter, President
Trisco Systems, Inc.

June 14, 2022

Date

References: KRS 156.480, OAG 80-32

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

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

FOR BIDS AND CONTRACTS IN GENERAL:

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

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

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

[Signature]
Signature

Steven W. Walter

Printed Name

President

June 14, 2022

Title

Date

Company Name

Trisco Systems, Inc.

Address

2000 Baty Road

Lima, OH 45807

Subscribed and sworn to before me by

Steven W. Walter
(Affiant)

President
(Title)

of

Trisco Systems, Inc.
(Company Name)

this 14th day of June, 2022

[Signature]
Notary Public



SHERYL LYNN LYBARGER
Notary Public, State of Ohio
My Commission Expires
June 22, 2025

My commission expires:

6/22/2025

Southgate Public School
Emergency Masonry Restoration

"Prohibition Against Conflicts of Interest, Gratuities and Kickbacks"

Any employee or any official of the Board of Education of Southgate Independent School, Southgate, Kentucky, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as in inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Board of Education of Southgate Independent School, Southgate, Kentucky shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed Five Thousand Dollars (\$5,000) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as in inducement, or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Board of Education of Southgate Independent School, Southgate, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed Five Thousand Dollars (\$5,000) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Note: It is a misdemeanor not to have this prohibition on every solicitation or contract document.
 The penalty is a \$5,000 fine or one (1) year imprisonment or both on conviction.