

THIS IS A DECISION PAPER

TO: HARDIN COUNTY BOARD OF EDUCATION

FROM: NANNETTE JOHNSTON, SUPERINTENDENT

DATE: JUNE 17, 2010

**SUBJECT: APPROVAL OF CONSTRUCTION BID FOR PHASE 2, RADCLIFF
ELEMENTARY SCHOOL AND OWNER – CONTRACTOR AGREEMENT**

ISSUE: The Board must approve Construction Bids received for Phase 2 (Reroof) at Radcliff Elementary School and the Owner – Contractor agreement.

FACTS

There is an initial BG1 for Phase 2 (Partial Reroof) of Radcliff Elementary School with a projected construction amount of \$480,900. On June 9, 2010, construction bid were received as follows:

CONTRACTOR	Bid Signed	Bid Security	Acknowledge Addendum #1	Base Bid
Geoghegan Roofing Corp.	●	●	●	\$433,850.00
RSS - Roofing Services & Solutions LLC	●	●		\$499,995.00
Swift Roofing of E-town, Inc	●	●		\$508,078.00
Tecta America Zero Company	●	●	●	\$533,745.00
Bruce's Tri-State Roofing Company	●	●	●	\$558,000.00

The contract between Hardin County Board of Education and Geoghegan Roofing Corp. is attached for your review. KDE requires the local Board of Education to approve contract agreements prior to their final approval.

RECOMMENDATION

I RECOMMEND THE HARDIN COUNTY BOARD OF EDUCATION APPROVE THE CONSTRUCTION BIDS AND THE ATTACHED OWNER – CONSTRUCTION CONTRACT FOR PHASE II RADCLIFF ELEMENTARY SCHOOL, WITH THE LOW BID BY GEOGHEGAN ROOFING COMPANY IN THE AMOUNT OF \$433,850.

RECOMMENDED MOTION

I MOVE THE HARDIN COUNTY BOARD OF EDUCATION APPROVE THE CONSTRUCTION BIDS AND THE ATTACHED OWNER – CONSTRUCTION CONTRACT FOR PHASE II RADCLIFF ELEMENTARY SCHOOL, WITH THE LOW BID BY GEOGHEGAN ROOFING COMPANY IN THE AMOUNT OF \$433,850.

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 Seventeenth day of June in the year Two Thousand Ten
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

Hardin County Schools
65 W.A. Jenkins Road
Elizabethtown, Kentucky 42701
Telephone Number: (270) 769-8800
Fax Number: (270) 769-8888

and the Contractor:
(Name, address and other information)

Geoghegan Roofing Corp.
1405 Garland Avenue
Louisville, Kentucky 40210
Telephone Number: 502-585-4313

for the following Project:
(Name, location and detailed description)

Radcliff Elementary Re-Roof
Radcliff Elementary School
1145 S. Dixie Boulevard
Radcliff, Kentucky 40160

Demolition of approximately 30,000 sq.ft. of existing roof, and installation of new roof system.

The Architect:
(Name, address and other information)

Sherman Carter Barnhart Architects PSC
100 Mallard Creek Road, Suite 151
Louisville, Kentucky 40207
Telephone Number: 502-721-6100
Fax Number: 502-721-6111

The Owner and Contractor agree as follows.

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.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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), 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.)

The commencement 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.

§ 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.)

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The Contractor shall achieve Substantial Completion of the entire Work not later than July 30, 2010.

Portion of Work

Substantial Completion Date

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

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Should the Contractor fail to complete the work under this Contract on or before the date stipulated for Substantial Completion or such later date as may result from extensions in the Contract time granted by the Owner, he agrees that the Owner is entitled to and shall pay the Owner as liquidated damages, the sum of Two Hundred Fifty Dollars (\$250.00) for each consecutive calendar day until such time as Substantial Completion is provided and accepted by the Owner; the sum of Two Hundred Fifty Dollars (\$250.00) for each consecutive calendar day until such time as Final Completion is provided and accepted by the Owner.

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 Hundred Thirty-three Thousand Eight Hundred Fifty Dollars and Zero Cents (\$ 433,850.00), subject to additions and deductions as provided in the Contract Documents.

§ 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.)

None

§ 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.)

Item	Units and Limitations	Price Per Unit
Refer to the Form of Proposal attachment, "Unit Prices," attached to this agreement		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
None	

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 Third Wednesday of each month, the Owner shall make payment of the certified amount to the Contractor not later than the First day of

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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 Forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 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 (10.00%). 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;
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 (10.00%);
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.

§ 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 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.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Per Article 5 of the Kentucky Department of Education (KDE) Amendment to A101-2007, attached to this agreement.

§ 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

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- .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, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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, 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, 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

☒ Litigation in a Hardin County, Kentucky, court of law

☐ 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.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 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 the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0.00% per annum

§ 8.3 The Owner's representative:

(Name, address and other information)

Nannette Johnston, Superintendent
Hardin County Schools

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65 W.A. Jenkins Road
Elizabethtown, Kentucky 42701

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

Jack Gotting, Secretary-Treasurer
Geoghegan Roofing Corp.
1405 Garland Avenue
Louisville, Kentucky 40210

§ 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:

Refer to the KDE Amendment to A101-2007 attached to this agreement.

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.

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Division 0 specifications	Bidding and Contract Provisions		(inclusive)
Division 1 specifications	General Requirements		(inclusive)

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

Section	Title	Date	Pages
02050	Selective Demolition		5
06100	Rough Carpentry		5
07460	Soffits		3
07510	Hot-Applied Built-Up Roof System		18
07620	Sheet Metal Flashing and Trim		6
07920	Joint Sealants		9

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

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Number	Title	Date
A1.1	Roof Plan and Details	05/21/2010
A1.2	Roof Details	05/21/2010

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	06/04/2010	9

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:
n/a
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 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.)

KDE Amendment to A101-2007, attached to this agreement
Contractor's Performance and Payment Bonds (attached)
Contractor's Certificate of Insurance (attached)
KDE Amendment to A201-2007, attached to this agreement and as referred to in Article 10 below

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.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)
Performance and Payment Bond written on AIA document A312, and underwritten by a surety licensed to do business in Kentucky	One Hundred Percent (100%) of the base bid
Contractor's liability insurance	Per Article 11 of the KDE Amendment to AIA A201-2007 attached to this agreement

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

OWNER (Signature)

Nannette Johnston, Superintendent
(Printed name and title)

CONTRACTOR (Signature)

Jack Gotting, Secretary-Treasurer
(Printed name and title)

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**KENTUCKY DEPARTMENT OF EDUCATION
DIVISION OF FACILITIES MANAGEMENT
AMENDMENT TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
AIA A101-2007**

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.3** Add the following: "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 \$ _____, 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 5 PAYMENTS

- 5.1.3** Add the following: "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.
- 5.1.8** Revise subparagraph to read: "The Owner shall retain ten percent (10%) from each Application for Payment 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. 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."
- 5.2.1** Add condition 5.2.1.3, as follows: "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."
- 5.2.2** Delete the entire paragraph.

ARTICLE 6 DISPUTE RESOLUTION

- 6.1** Delete the words: ", unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker."

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.2** Revise the sentence to read "...shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the prevailing legal rate at the time and place where the Project is located."

END OF AMENDMENT

FORM OF PROPOSAL ATTACHMENT

UNIT PRICES:

The unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.

Unit prices represent work-in-place costs and include all necessary material, cost for delivery, installation, insurance, overhead, profit, and applicable taxes.

The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

A list of Unit Prices shall be submitted by the apparent low bidder within twenty-four (24) hours from the close of the official reading of the bids.

1.	Roof Type "A"	\$ <u>8.00</u> / s.f.
2.	Roof Type "B"	\$ <u>8.00</u> / s.f.
3.	S.M. Flashing	\$ <u>16.00</u> / l.f.
4.	Existing Metal Roof Deck Repair	\$ <u>5.00</u> / s.f.
5.	Existing Tectum Roof Deck Repair	\$ <u>14.00</u> / s.f.
6.	Existing Concrete Roof Deck Repair	\$ <u>14.00</u> / s.f.
7.	S.M. Parapet Coping	\$ <u>20.00</u> / l.f.
8.	Existing Roof Demolition	\$ <u>1.25</u> / s.f.
9.	Wood Blocking	\$ <u>4.25</u> / b.f.

**KENTUCKY DEPARTMENT OF EDUCATION
DIVISION OF FACILITIES MANAGEMENT
AMENDMENT to
GENERAL CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION
AIA A201-2007**

ARTICLE 2 OWNER

- 2.2.1 Delete the entire paragraph.

ARTICLE 4 ARCHITECT**4.2 ADMINISTRATION OF THE CONTRACT**

- 4.2.1 Revise the first sentence of the paragraph to read: "...the final Certificate For Payment, and, at the discretion of the Owner and for Reimbursable Expenses, may be the Owner's representative during the one-year period for correction of Work described in Paragraph 12.2."

ARTICLE 7 CHANGES IN THE WORK

- 7.1.4 Add subparagraph 7.1.4, as follows: "Proposed Change in the Work exceeding \$7,500, additive or deductive, shall be subject to approval by the Division of Facilities Management, Kentucky Department of Education, prior to execution of the Change Order by the Owner."
- 7.3.7 Revise the paragraph to read "...in case of an increase in the Contract Sum, an amount for overhead and profit not to exceed fifteen percent (15%) of the net cost of the change. In such case..."

ARTICLE 9 PAYMENTS AND COMPLETION**9.3 APPLICATIONS FOR PAYMENT**

- 9.3.1 Change "retainage if provided for in the Contract Documents" to "retainage as stipulated in Subparagraph 9.3.4."
- 9.3.4 Add Subparagraph 9.3.4 as follows: "The Owner shall retain ten percent (10%) from each Application for Payment 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. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in Section 9.8.1. After Substantial Completion, if reasons for reduction of the retainage are certified in writing by the Architect and approved by the Owner, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Division when deemed reasonable. The minimum lump sum amount shall be twice the estimated cost to correct deficient or incomplete work."

9.6 PROGRESS PAYMENTS

- 9.6.1 Revise the paragraph to read "...within the time provided in the Contract Documents or as required by state law, whichever is more restrictive, and shall so notify the Architect."

9.10 FINAL COMPLETION AND FINAL PAYMENT

- 9.10.1 Add the following sentence to the end of the paragraph: "Upon receipt and approval of the final Certificate for Payment, the Architect, Contractor, and Owner shall complete their portion of the "Project Closeout Form" (BG-4, 2008), and the Owner shall forward it to the Kentucky

Department of Education, Division of Facilities Management, with the Architect's notification that all items of the punch list have been completed, a copy of the final Certificate for Payment, and a copy of the board order authorizing the BG-4 form, accepting the Work and approving final payment to the Contractor."

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.2 Add the following: "Such insurance shall be no less than the following amounts:

- | | |
|----------------------|-----------------------------------------------|
| (1) Public Liability | \$200,000.00 one person/maximum each person |
| | \$500,000.00 one accident/maximum each person |
| (2) Property Damage | \$200,000.00 one accident/maximum |
| | \$500,000.00 aggregate" |

11.1.2.1 The Insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

(1) Worker's Compensation:

- | | |
|---------------------------------------------|-----------|
| a. State | Statutory |
| b. Applicable Federal (e.g. Longshoreman's) | Statutory |
| c. Employer's Liability | \$500,000 |

(2) Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage);

- | | |
|---------------------------------------------------------------------------------------------------------------------|-------------|
| a. General Aggregate
(Except Products-Completed Operations) | \$1,000,000 |
| b. Products-Completed Operations Aggregate | \$1,000,000 |
| c. Personal/Advertising Injury
(per person/organization) | \$1,000,000 |
| d. Each Occurrence
(Bodily Injury and Property Damage) | \$1,000,000 |
| e. Limit per Person Medical Expense | \$ 5,000 |
| f. Exclusions of Property in Contractors Care,
Custody or Control will be eliminated. | |
| g. Property Damage Liability Insurance will provide
Coverage for Explosion, Collapse,
and Underground Damage. | |

(3) Contractual Liability:

- | | |
|-----------------------------------------------------------|-------------|
| a. General Aggregate | \$1,000,000 |
| b. Each Occurrence
(Bodily Injury and Property Damage) | \$1,000,000 |

(4) Automobile Liability:

- | | |
|--------------------|---------------------------------------------------------------------------|
| a. Bodily Injury | \$500,000 Each Person
\$1,000,000 Each Accident |
| b. Property Damage | \$500,000 Each Accident, or
a combined single limit of
\$1,000,000. |

(5) Liability coverage for the Owner, the Architect, the Architect's Consultants and others listed in the Supplementary Conditions will be provided (subject to customary exclusions for

professional liability), by endorsement as additional insureds on the Contractor's Liability Policy.

(6) Excess Liability Umbrella Form:

a. General Aggregate	\$1,000,000
b. Each Occurrence	\$1,000,000

The owner shall be consulted with to determine if additional coverage limits are required to comply with their specific needs as dictated by their legal counsel and/or insurance carrier.

11.3 PROPERTY INSURANCE

- 11.3.6 Revise the first sentence to read: "Before an exposure to loss may occur, the Owner shall file with the Contractor, the Architect, and the Division a copy of each policy that includes insurance coverages required by this Section 11.3."

11.4 PERFORMANCE BOND AND PAYMENT BOND

- 11.4.1 Revise Paragraph 11.4.1 as follows: "Unless otherwise provided, when the Contract Sum exceeds twenty-five thousand dollars (\$25,000) the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. A surety company authorized to do business in Kentucky shall execute bonds, and the cost thereof shall be included in the Contract Sum. Unless otherwise provided, the amount of each bond shall be equal to 100% of the Contract Sum, or 100% of the Lump Sum Base Bid plus or minus accepted Alternates, whichever is greater."

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

- 13.1.1 Add Paragraph 13.1.1 as follows: "None of the Contract Documents for this project shall be construed against the party preparing documents on the grounds that the party prepared or drafted the document, or any portion thereof."

13.6 INTEREST

Revise the sentence to read "...shall bear interest from the date payment is due at such rate required by state law, or in the absence of law, at the prevailing legal rate at the time and place where the Project is located."

ARTICLE 15 CLAIMS AND DISPUTES

15.3 MEDIATION

- 15.3.2 Revise the first sentence to read: "The parties shall endeavor to resolve their Claims by mediation, which shall be in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association in effect on the date of the Agreement."

END OF AMENDMENT

~~Macmillan, regis 201-2007, rev 11/11~~