



# Kentucky Department of Education Version of AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

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



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

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

# Kentucky Department of Education Version of AIA® Document A101 – 2007

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

**AGREEMENT** made as of the Eighteenth day of December in the year two Thousand and Twenty-Three  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*  
Bullitt County Public Schools Board of Education  
1040 KY Hwy 44 East  
Shepherdsville, Kentucky 40165

and the Contractor:  
*(Name, legal status, address and other information)*  
EH Construction, LLC  
1188 E Bluelick Road  
Shepherdsville, KY 40165

for the following Project:  
*(Name, location and detailed description)*  
Bullitt East High School - Fine Arts Addition  
11450 KY-44, Mt Washington, KY 40047

Project includes the renovation of an existing elementary school and addition of a Fine Arts addition to connect to the existing High School for the accommodation of 2,000 students.

The Architect:  
*(Name, legal status, address and other information)*  
Studio Kremer Architects, Inc.  
1231 S Shelby Street  
Louisville, Kentucky 40203

The Owner and Contractor agree as follows.



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

## TABLE OF ARTICLES

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

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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**§ 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.)*  
 Substantial Completion to be achieved by date cited below, unless explicitly modified by Change Order.

<b>Portion of Work</b>	<b>Substantial Completion Date</b>
Entire Work of the Contract	July 1, 2026

, 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 One Thousand Dollars and No Cents. (\$ 1,000.00 ), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Twenty-Five Million, Four Hundred Eighty-Six Thousand, Eight Hundred Ninety Dollars and Eighty Cents. (\$ 25,486,890.80 ), 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.)*

	<b>Amount</b>
Base Bid	\$ 35,210,000.00
Sum of Accepted Alternates	\$ 486,500.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 35,696,500.00
Sum of Owner’s direct Purchase Orders	\$ 10,209,609.20
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 25,486,890.80

**§ 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.)*  
See the attached Alternate Exhibit.

Number	Item Description	Amount
1-10	See the attached Alternate Exhibit.	\$486,500.00
	<b>Total of Alternates</b>	\$486,500.00

**§ 4.3** Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable. Either list unit prices here or refer to an exhibit attached to this Agreement.)*  
Refer to the Form of Proposal "Unit Prices" list attached to this Agreement.

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

*(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)*  
Refer to Specification Section 01 02 10 "Allowances" for list of allowances attached to this Agreement.

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:

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

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

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

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

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

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

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

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



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

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

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

Retainage shall not be reduced to below two percent (2%) until punch is 100% complete and Owner and Architect have had a final walk-through to confirm.

**§ 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.)*

N/A

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

Dr. Jesse Bacon, Superintendent  
Bullitt County Public Schools  
1040 Highway 44 East  
Shepherdsville, KY 40165

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

Anthony Hall, President  
EH Construction, LLC  
1188 E Bluelick Road  
Shepherdsville, KY 40165

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

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

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

Document	Title	Date	Pages
Div. 0 Specifications	Bidding and Contract Provisions	November 01, 2023	Inclusive
Div. 1 Specifications	General Requirements	November 01, 2023	Inclusive

§ 9.1.4 The Specifications:

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

Refer to Project Manual Index 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.)*

Refer to Drawing Index attached to this Agreement.

Number	Title	Date
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**§ 9.1.6** The Addenda, if any:

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

Number	Date	Pages
Addendum No.1	November 10, 2023	171
Addendum No.2	November 17, 2023	239
Addendum No.3	November 22, 2023	135
Addendum No.4	November 28, 2023	2
Addendum No.5	December 1, 2023	13

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:

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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
- D. Contractor’s Performance and Payment Bonds (attached to this agreement)
- E. Contractor’s certificate of insurance (attached to this agreement)

**ARTICLE 10 INSURANCE AND BONDS**

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

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

**Type of Insurance or Bond**

**Limit of Liability or Bond Amount (\$0.00)**

As specified in Article 11 of AIA Document A201-2007 of the contract documents.

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

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*



\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

*Anthony Hill - President*  
\_\_\_\_\_  
*(Printed name and title)*

**ALTERNATE EXHIBIT**

**SCHEDULE OF ALTERNATES**

- A. **Alternate No.1:** Door Hardware      **Submitted Cost: \$0.00**
1. Use Owner's Preferred Hardware, as described in Division 08 Section "Door Hardware", 1.2, A.
    - a. If any alternate bid results in a change to a listed subcontractor or vendor, then such subcontractor or vendor changes are to be identified with the alternate bid.
- B. **Alternate No.2:** Fire Alarm System      **Submitted Cost: \$0.00**
1. Base Bid: Provide any approved system listed in Specification Section 28 31 00.
  2. Alternate: Provide the specified fire alarm system manufactured by EST/Edwards.
- C. **Alternate No.3:** Plumbing Equipment      **Submitted Cost: \$5,500.00**
1. Base Bid: Provide any approved plumbing fixture manufacturer and model as specified in Specification Section 22 02 00 – Plumbing Fixtures, Fitting and Trim.
  2. Alternate: Provide the following manufacturer and model of plumbing fixtures as listed below:
    - P-2A – Lavatory Self-Metering Faucet: Delta Model 86T1153
    - P-2B – Lavatory Self-Metering Faucet: Delta Model 86T1153
    - P-6A – Electric Water Cooler: Elkay Model #VRCTL8S
    - P-6B – Electric Water Cooler w/ Bottle Filler: Elkay Model #VRCTL8WSK
- D. **Alternate No.4:** Kitchen Equipment      **Submitted Cost: \$0.00**
1. Use **Owner's Preferred Items**, as indicated in Specification Section 11 40 00.
    - a. If any alternate bid results in a change to a listed subcontractor or vendor, then such subcontractor or vendor changes are to be identified with the alternate bid.
- E. **Alternate No.5:** Intercom Public Address and Master Clock System      **Submitted Cost: \$0.00**
1. Base Bid: Provide any approved system listed in Specification Section 27 51 16.
  2. Alternate: Provide the specified intercom system manufactured by Rauland Borg.
- F. **Alternate No.6:** Mechanical Equipment      **Submitted Cost: \$60,000.00**
1. Base Bid: Utilize basis of design manufacturer and acceptable manufacturers as stated on drawings for all heat pumps and VAV's on the project

2. Alternate: Utilize Owner preferred manufacturer Trane for heat pumps and VAV boxes.

G. **Alternate No.7:** Cafeteria Commons RGBW Lighting      **Submitted Cost: \$64,000.00**

1. Base Bid: No lighting fixtures, RGBW controllers or associated circuits listed as alternate #7 shall be provided. Refer to electrical plans.
2. Alternate: All equipment listed under alternate #7 to be provided. Refer to electrical plans.

H. **Alternate No.8:** Orchestra Shell

1. Base Bid: Dead Hung general purpose rigging batten and associated hanging hardware with standard pipe batten at each of the (3) shell ceiling locations. Electrical infrastructure and control wiring for the future orchestra shell ceiling motors.
2. Alternate 8A: Motorized Rigging Equipment for (3) Orchestra Shell Ceilings (include the Motor Control System for 3 motors);      **Submitted Cost: \$142,000.00**
3. Alternate 8B: Orchestra Shell System – Rolling Towers, Shell Ceilings with Integral Lighting and Installation of same.      **Submitted Cost: \$183,000.00**

I. **Alternate No. 9:** Extension of Right-of-Way      **Submitted Cost: \$32,000.00**

1. Base Bid: No change to the Right-of-Way, maintain existing private drives.
2. Alternate: All work to be completed in the right-of-way of Eastbrooke Pointe Drive, which includes two new entrances for the new parking lot and a new sidewalk parallel with the existing road located within City right-of-way.

I. **Alternate No. 10:** Intrusion Detection System      **Submitted Cost: \$0.00**

1. Base Bid: Provide any approved system listed in Specification Section 28 16 00.
2. Alternate: Provide the specified intrusion detection system manufactured by DMP, style XR550.

**END OF ALTERNATE EXHIBIT**

**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 1-hour after 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.	Salvage and transport of boulders from Old Mill Elem stockpile, placement of landscape boulders	\$ 450.00	Per Boulder
2.	Reinforced concrete walks and slabs, 4" thick with compacted sub-base	\$ 70.00	S.Y.
3.	8" HDPE Pipe, Installed,	\$ 48.00	L.F.
4.	Earth Backfill	\$ 33.00	C.Y.
5.	Dense Graded Aggregate Base	\$ 46.00	TON
6.	Additional Excavation	\$ 45.00	C.Y.
7.	Asphalt Paving, per inch of thickness	\$ 18.00	S.Y.
8.	Structural Steel (weight less than 20 lbs/ft) (weight more than or equal to 20 lbs/ft)	\$ 3.75 \$ 3.20	LB. LB.
9.	6" CMU 8" CMU (reinforced) 12" CMU (reinforced)	\$ 15.00 \$ 20.00 \$ 22.00	S.F. S.F. S.F.
10.	Metal stud framing (3-5/8") faced with 5/8" GWB, finished each side.	\$ 7.35	S.F.
11.	1-inch Installed Interior Geothermal copper runouts with Misc. Fittings	\$ 55.00	L.F.
12.	1-1/2 inch Installed Interior Geothermal copper runouts with Misc. Fittings	\$ 60.00	L.F.
13.	2-inch Installed Interior Domestic Water Pipe	\$ 80.00	L.F.
14.	3-inch Installed DWV Pipe with Misc. Fittings	\$ 50.00	L.F.
15.	Permanent steel casing for 1 1/4-inch geothermal wellfield piping	\$ 28.00	L.F.
16.	3-inch gas piping, painted with misc. fittings	\$ 70.00	L.F.
17.	Fire Alarm audio visual device (speaker/strobe) installed.	\$ 295.00	EA.
18.	Red fire alarm cabling installed.	\$ 2.00	L.F.



	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u>
19.	3/4" EMT conduit installed (Plain or Factory Colored).	\$8.00	EA.
20.	Exit light fixture X-1 installed complete with 6'-0" whip and three #12 AWG conductors.	\$145.00	EA.
21.	Recessed "A3" fixture installed complete with a 6'-0" whip with three #12 AWG conductors	\$175.00	EA.
22.	#12 AWG conductor installed	\$3.00	L.F.
23.	#10 AWG conductor installed	\$5.50	L.F.
24.	Pendant Suspended Intercom Speaker Installed	<del>\$1500</del> \$500.00	EA.
25.	Tamper resistant 20A duplex outlet installed	\$45.00	EA.
26.	Long range Wall motion detector installed.	\$310.00	EA.
27.	Security Cabling Installed.	\$2.35	L.F.
28.	Fire Alarm manual pull station installed.	\$315.00	EA.
29.	Recessed 2G backbox and 3/4" or 1" EMT stub-out above 10'-8" accessible ceiling.	\$325.00	EA.
30.	Fire Alarm Smoke Detector	\$300.00	EA.
31.	Fire Alarm Audio Visual Device	\$225.00	EA.
32.			
33.			
34.			
35.			
36.			
37.			
38.			
39.			
40.			

**Note:** Backbox and conduit stubouts ARE separate from individual line items and shall not be included in "installed" electrical unit prices.

## **SECTION 01 02 10 – ALLOWANCES**

### **PART 1 GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.02 DESCRIPTION**

- A. Related requirements specified elsewhere include, but not limited to:
1. General Conditions, Article 3.8, Allowances
  2. Division 01 Section "Measurement and Payment"
  3. Division 01 Section "Submittals"
- B. Designate in Schedule of Values separate item for cost allowances of the Work.
- C. Designate in Construction Schedule for delivery dates of Products.

#### **1.03 SCHEDULE OF ALLOWANCES**

- A. Purchase product / material under allowance only as directed by Architect / Engineer.
- B. Include the following amounts in Base Bid for inclusion in Contract Sum.
1. Site Electrical and Communication Utility Connections: Allow \$20,000 for tap and easement fees as required by the local utilities. Refer to Site Utilities Plan UE1.0 and utilize amount for existing electrical connection fees.
  2. Unsuitable Soils: Allow \$100,000 for undercut and refill due to soft soils at building and new pavement. Allowance price shall be adjusted by Unit Price #6 and 8.
  3. Legacy BEHS Monument Sign. Allow \$10,000 for installation of limestone monument sign. Provide level footing for assumed 6'L x 3'H limestone monument sign. Sign currently in storage and not accessible at time of design. Contractor to provide dimensions and shop drawings for an appropriately sized concrete footing to 24" frost depth and installation anchorage. See sheet L-100.
- C. Amount of allowance includes:
1. Net cost of product.
  2. Delivery to the Project Site.
  3. All applicable taxes.
- D. Unless otherwise noted, include in the Allowance amount the Contractors cost for the following:

1. Handling at Project Site, including unloading, uncrating, and storage.
  2. Protection from elements from damage, including any packaging.
  3. Labor, installation, and finishing.
  4. Other expenses (i.e., testing, adjusting, and balancing) are required to complete installation.
  5. Overhead and profit.
- E. The use of Allowance money must be approved by the Bullitt County Public Schools before work can proceed.

**1.04 DELIVERY**

- A. Contractor shall be responsible to arrange for delivery, unloading, and prompt inspection of product for damage for defects and submission of claims for transportation damage.

**1.05 INSTALLATION**

- A. Comply with referenced Specification Section requirements.

**1.06 ADJUSTMENT OF CASH ALLOWANCE**

- A. Adjustments shall only be by Change Order in accordance with the General Conditions, Article 3.8, subparagraph 3.8.2.3.

**PART 2 PRODUCTS (not applicable)**

**PART 3 EXECUTION (not applicable)**

**END OF SECTION 01 02 10**

**Bullitt East High School – Fine Arts Addition**  
**Bullitt County Public Schools**  
**BID PACKAGE 1: GENERAL CONSTRUCTION**  
Mt. Washington KY 40047

**VOLUME 1**

**BIDDING REQUIREMENTS**

Section	00 01 00	Invitation to Bid Instructions to Bidders AIA A701 – 1997 – KDE Version (SAMPLE)
	00 20 00	Supplemental Instructions to Bidders KDE Form of Proposal Attachment A ( <i>Form of Proposal</i> ) – Base Bid Accounting Breakdown Attachment B ( <i>Form of Proposal</i> ) – Contractor Acknowledgment of Compliance
	00 40 00	General Notes to Contractor
	00 50 00	Contractor Safety Preface to the Geotechnical Report Geotechnical Report Preface to the Stormwater Pollution Prevention Plan Stormwater Pollution Prevention Plan Bullitt County Public Schools - New Construction & Renovation Design Guidelines

**CONTRACT FORMS**

Section		Standard Form of Agreement Between Owner and Contractor AIA A101 – 2007 – KDE Version (SAMPLE)
	00 60 00	Terms of the Agreement Between Owner and Contractor General Conditions of the Contract for Construction AIA A201 – 2007 – KDE Version (SAMPLE)
	00 70 00	Supplementary Conditions to General Conditions of the Contract for Construction KDE Purchase Order Summary Form (SAMPLE) KDE Purchase Order Form (SAMPLE) Performance Bond & Payment Bond AIA A312 – 2010 – KDE Version (SAMPLE)
	00 80 00	Inflation Reduction Act Document

**ASBESTOS ABATEMENT**

**Note that:** The Asbestos Abatement Specifications included herein are included as part of the Contract Documents for this Work but are not part of the responsibility of the Architect, having not been prepared under the Architect's Supervision.

**Asbestos Designer:** Environmental Health Management

Preface to the Asbestos Abatement Specification  
Pre-Renovation Asbestos Survey Report

**Asbestos Abatement Specification (Added via Addendum No. 1)**

**ABS-1 Former Old Mill School Abatement Plan (Added via Addendum No. 1)**

## **DIVISION 01 – GENERAL REQUIREMENTS**

Section	01 01 10	Summary of the Work
	01 02 10	Allowances
	01 02 50	Measurement and Payment
	01 04 00	Project Coordination
	01 05 00	Field Engineering
	01 17 00	Storage, Protection, and Safety
	01 20 00	Project Meetings
	01 22 00	Unit Prices
	01 23 00	Alternates
	01 30 00	Submittals
	01 34 00	Shop Drawings, Product Data, and Samples
	01 40 00	Quality Control
	01 41 10	Structural Special Inspections
	01 50 00	Temporary Facilities
	01 63 00	Substitutions
	01 70 00	Contract Closeout
	01 71 00	Cleaning
	01 73 29	Cutting & Patching
	01 78 00	Project Record Documents
	01 79 00	Demonstration & Training

## **VOLUME 2**

### **DIVISION 02 – SITE CONDITIONS**

Section	02 01 00	Site Conditions
	02 08 00	Staking
	02 41 21	Selective Building Demolition

### **DIVISION 03 – CONCRETE**

Section	03 03 00	Structural Excavation and Backfill
	03 30 00	Cast-In-Place Concrete

### **DIVISION 04 – MASONRY**

Section	04 20 00	Unit Masonry Assemblies
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### **DIVISION 05 – METALS**

Section	05 10 00	Structural Anchors
	05 12 00	Structural Steel Framing
	05 21 00	Steel Joist Framing
	05 31 00	Steel Decking
	05 40 00	Cold-Formed Metal Framing - Structural
	05 50 00	Metal Fabrications

- 05 51 00 Metal Stairs and Railings
- 05 71 13 Fabricated Spiral Stairs

**DIVISION 06 – WOOD & PLASTICS**

- Section 06 10 00 Rough Carpentry
- 06 20 00 Finish Carpentry
- 06 30 00 Architectural Millwork
- 06 61 16 Solid Surface Fabrication

**DIVISION 07 – THERMAL & MOISTURE PROTECTION**

- Section 07 11 13 Bituminous Dampproofing
- 07 17 00 Membrane Waterproofing
- 07 20 00 Building Insulation
- 07 22 00 Roof Insulation
- 07 27 26 Fluid Applied Membrane Air & Moisture Barrier
- 07 41 13 Standing Seam Metal Roof Panels
- 07 41 13.1 Roofing Installer Guarantee
- 07 52 50 Modified Bituminous Membrane Roofing
- 07 52 50.1 Roofing Installer Guarantee
- 07 61 13 Metal Wall Panels
- 07 62 00 Sheet Metal Flashing and Trim
- 07 72 00 Roof Accessories
- 07 92 00 Joint Sealants
- 07 95 00 Fire and Smoke Sealants

**DIVISION 08 – OPENINGS**

- Section 08 11 00 Steel Doors and Frames
- 08 14 16 Wood Doors
- 08 33 13 Coiling Doors
- 08 34 74 Acoustic **WOOD** Door and Frames (Spec title revised via Addendum No. 3)
- 08 36 13 Sectional Doors
- 08 41 13 Aluminum-Framed Entrances and Storefronts
- 08 44 13 Glazed Aluminum Curtain Walls
- 08 51 13 Aluminum Windows
- 08 71 00 Door Hardware
- 08 80 00 Glazing
- 08 95 20 Insulated Translucent Wall System

**DIVISION 09 – FINISHES**

- Section 09 21 13 Gypsum Plastering
- 09 29 00 Gypsum Board Assemblies
- 09 30 00 Tile
- 09 51 13 Acoustical Lay-In Ceilings
- 09 57 00 Acoustical Wall / Ceiling Panels
- 09 64 00 Stage Flooring System
- 09 65 00 Resilient Flooring
- 09 65 13 Resilient Wall Base and Accessories

09 67 23	Resinous Flooring
09 68 00	Carpet
09 68 50	Luxury Vinyl Flooring
09 72 00	Wall Coverings (Graphics)
09 77 00	Acoustical Products
09 84 13	Acoustical Wall and Ceiling Treatments
09 91 13	Exterior Painting
09 91 23	Interior Painting
09 96 23	Graffiti-Resistant Coatings

#### **DIVISION 10 – SPECIALTIES**

Section	10 11 00	Visual Display Elements
	10 14 00	Building Signage
	10 26 00	Wall Protection
	10 28 00	Restroom Accessories
	10 35 00	Flagpole <b>(Added via Addendum No. 5)</b>
	10 41 60	Outdoor Message / ID Signage
	10 44 00	Fire Protection Specialties
	10 52 26	Specialty Storage Equipment
	10 71 13	Exterior Sun Shades

#### **DIVISION 11 – EQUIPMENT**

Section	11 06 00	Stage Rigging and Drapery Systems
	11 06 01	Orchestra Pit Filler Platforms
	11 40 00	Food Service Equipment
	11 52 13	Large Venue Projection Screens

#### **DIVISION 12 – FURNISHINGS**

Section	12 24 13	Shades
	12 32 00	Plastic Laminate Casework
	<b>12 32 01</b>	<b>Instrument and Specialty Storage (Added via Addendum No. 2)</b>
	12 61 00	Fixed Audience Seating Systems

#### **DIVISION 13 – SPECIAL CONSTRUCTION**

Section	13 34 23	Fabricated Structures
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## **VOLUME 3**

#### **DIVISION 20 – MECHANICAL**

Section	20 01 00	General Provisions – Mechanical
	20 02 00	Scope of the Mechanical Work
	20 03 00	Shop Drawings, Maintenance Manuals and Parts Lists
	20 04 00	Demolition and Salvage
	20 11 00	Sleeving, Cutting, Patching, Repairing and Firestopping
	20 12 00	Excavation, Trenching, Backfilling and Grading



20 13 00	Pipe, Pipe Fittings and Pipe Support
20 13 05	Geothermal Loop System
20 13 10	Pipe Filling, Cleaning, Flushing, Purging and Chemical Treatment
20 21 00	Valves
20 22 00	Insulation - Mechanical
20 23 00	Thermometers, Pressure Gauges and Other Monitoring Instruments
20 24 00	Identifications, Tags, Charts, Etc.
20 25 00	Hangers, Clamps, Attachments, Etc.
20 31 00	Testing, Balancing, Lubrication and Adjustments

#### **DIVISION 21 – FIRE PROTECTION**

Section	21 01 00	Fire Protection System
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#### **DIVISION 22 – PLUMBING**

Section	22 01 00	Plumbing Specialties
	22 02 00	Plumbing Fixtures and Trim
	22 03 00	Plumbing Equipment

#### **DIVISION 23 – HVAC**

Section	23 01 00	Pumps
	23 02 00	HVAC Equipment
	23 08 00	Commissioning of HVAC Systems
	23 11 00	Registers, Grilles, Diffusers and Louvers
	23 12 00	Sheet Metal

#### **DIVISION 26 – ELECTRICAL**

Section	26 05 00	General Provisions – Electrical
	26 05 01	Scope of the Electrical Work
	26 05 02	Shop Drawings, Literature, Manuals, Parts Lists, and Special Tools
	26 05 03	Cutting, Patching and Repairing
	26 05 04	Demolition
	26 05 05	Coordination among Trades, Systems Interfacing and Connection of Equipment Furnished by Others
	26 05 19	Conductors, Identifications, Splicing Devices & Connectors
	26 05 26	Grounding
	26 05 31	Cabinets, Outlet Boxes & Pull Boxes
	26 05 33	Raceways & Fittings
	26 05 44	Excavation, Trenching, Backfilling and Grading
	26 05 53	Identifications
	26 24 00	Electrical Distribution Equipment
	26 27 26	Wiring Devices and Plates
	26 29 13	Motor Starters
	26 32 13	Emergency Generator
	26 43 13	Surge Suppression System
	26 51 13	Interior Lighting
	26 51 14	Exterior Lighting
	26 55 61	Stage Lighting Systems
	26 59 95	Commissioning of Electrical

#### **DIVISION 27 – COMMUNICATION**

Section 27 06 10 Data/Voice Rough-in  
27 41 16.61 Integrated AV Systems for Theater  
27 51 16 Intercom, Public Address & Master Clock System

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

Section 28 16 00 Intrusion Detection System  
28 31 00 Fire Alarm System

**DIVISION 31 – EARTHWORK**

Section 31 10 00 Site Clearing  
31 22 16 Rough Grading  
31 22 19.13 Finish Grading  
31 23 00 Excavation & Backfill  
31 23 16.16 Trenching  
31 23 16.26 Rock Removal  
31 25 00 Erosion Prevention & Sediment Control  
31 31 16 Termite Control

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

Section 32 12 00 Flexible Pavement  
32 13 13 Pavement, Walks and Curbs  
**32 31 13 Chain Link Fences & Gates (Added via Addendum No. 3)**  
**32 31 19 decorative fences and gates (Added via Addendum No. 5)**  
32 33 00 Site Furnishings  
32 92 00 Turf and Grasses  
32 93 00 Plants

**DIVISION 33 – UTILITIES**

Section 33 11 00 Potable Water Mains  
33 31 13 Sanitary Sewer  
33 41 00 Storm Piping & Drainage

**END OF INDEX**

# LIST OF DRAWINGS:

## GENERAL

G2.00	BID PACKAGE #1 - COVER SHEET
G1.00	LIFE SAFETY PLAN- OVERALL CAMPUS
G1.01	LIFE SAFETY PLAN- PHASE 1
G1.02	LIFE SAFETY PLAN- AUDITORIUM
G1.03	PHASING PLAN - BUILDING AND CAMPUS

## CIVIL

CD1.1	CIVIL - DEMOLITION PLAN
C1.1	SITE LAYOUT - FINE ARTS ADDITION
C1.2	SITE LAYOUT - NEW PARKING AREAS
C1.3	SITE UTILITY & STORM FINE ARTS ADDITION
C1.4	SITE UTILITY & STORM NEW PARKING AREA
C1.5	UNDERGROUND DETENTION DETAILS
C1.6	UNDERGROUND DETENTION DETAILS
C2.1	GRADING & DRAINAGE - FINE ARTS ADDITION
C2.2	GRADING & DRAINAGE - NEW PARKING AREAS
C2.3	EROSION CONTROL PLAN FINE ARTS ADDITION
C2.4	EROSION CONTROL PLAN NEW PARKING AREAS
C3.1	SITE DETAILS
C3.2	STORM DETAILS
C3.3	UTILITY DETAILS
C3.4	EROSION CONTROL DETAILS

## LANDSCAPE

L-001	GENERAL NOTES AND LEGENDS
L-100	HARDSCAPE - FRONT COURTYARD
L-101	HARDSCAPE - MAIN COURTYARD
L-201	PLANTING PLAN FRONT COURTYARD
L-202	PLANTING PLAN MAIN COURTYARD
L-203	PLANTING PLAN - EASTBROOKE POINTE DRIVE
L-500	LANDSCAPE DETAILS
L-501	LANDSCAPE DETAILS

## STRUCTURAL

S1.1	GENERAL NOTES
S1.2	GENERAL NOTES CONTINUED
S1.3	SPECIAL INSPECTIONS
S1.4	ISOMETRIC VIEWS
S1.5	ISOMETRIC VIEWS
S2.1	FOUNDATION PLAN - AREA A & C
S2.2	FOUNDATION PLAN - AREA B
S2.3	SECOND FLOOR/LOW ROOF FRAMING PLAN - AREA A
S2.4	SECOND FLOOR/LOW ROOF FRAMING - AREA B
S2.5	HIGH ROOF FRAMING PLAN - AREA A
S2.6	HIGH ROOF FRAMING PLAN - AREA B
S3.1	TYPICAL FOUNDATION DETAILS
S3.2	TYPICAL FOUNDATION DETAILS
S3.3	FOUNDATION SECTIONS
S3.4	FOUNDATION SECTIONS
S4.1	TYPICAL FRAMING DETAILS
S4.2	TYPICAL FRAMING DETAILS
S4.3	TYPICAL FRAMING DETAILS
S4.4	TYPICAL FRAMING DETAILS
S4.5	FRAMING SECTIONS
S4.6	FRAMING SECTIONS
S4.7	FRAMING SECTIONS
S4.8	FRAMING SECTIONS
S4.9	FRAMING SECTIONS
S5.1	STEEL COLUMN SCHEDULE
S6.1	TRUSS DETAILS

## ARCHITECTURAL SITE

AS1.0	ARCHITECTURAL - SITE PLAN
AS1.1	CANOPY AREA 1 - PLANS
AS1.2	CANOPY AREA 1 - ELEVATIONS & SECTIONS
AS1.3	CANOPY AREA 2 - PLAN AND ELEVATION
AS1.4	CANOPY AREA 2 - ELEVATIONS & SECTIONS
AS1.5	BAND TOWER
AS1.6	COURTYARD SECURITY FENCE
AS2.0	SITE DETAILS

## ARCHITECTURAL DEMOLITION

D1.10	DEMOLITION PLAN - OVERALL
D1.11	DEMOLITION PLAN - AREA A & AREA C
D1.12	DEMOLITION PLAN - AREA B
D2.10	DEMOLITION RCP - AREA B & PARTIAL AREA A & C

## ARCHITECTURAL

A0.01	WALL AND PARTITION TYPES
A1.10	FIRST FLOOR PLAN- OVERALL
A1.11	FIRST FLOOR PLAN- AREA A
A1.12	FIRST FLOOR PLAN- AREA B
A1.13	FIRST FLOOR PLAN- AREA C
A1.21	UPPER FLOOR & CLERESTORY PLAN - AREA A
A1.22	CLERESTORY PLAN - AREA B
A1.30	ROOF PLAN
A1.41	FIRST FLOOR RCP- AREA A
A1.42	FIRST FLOOR RCP- AREA B
A1.43	FIRST FLOOR RCP- AREA C & DETAILS
A1.44	UPPER FLOOR RCP- AREA A
A2.00	EXTERIOR ELEVATIONS
A2.01	EXTERIOR ELEVATIONS
A3.00	BUILDING SECTIONS
A3.01	BUILDING SECTIONS
A3.02	BUILDING SECTIONS
A3.03	BUILDING SECTIONS
A4.00	ENLARGED PLANS & INT. ELEV. - RESTROOMS
A4.01	ENLARGED PLANS & INT. ELEV. - RESTROOMS
A4.02	ENLARGED PLANS & INT. ELEV. - RESTROOMS
A4.10	ENLARGED PLANS - FINE ARTS CLASSROOMS
A4.11	ENLARGED PLANS - AUDITORIUM LOBBY
A4.12	ENLARGED PLANS - AUDITORIUM
A4.13	ENLARGED PLANS - BAND AND VOCAL MUSIC
A4.14	ENLARGED PLANS - ADMIN SUITE- AREA A
A4.15	ENLARGED PLANS - ADMIN SUITE - AREA B
A4.16	ENLARGED PLANS - CAFETERIA COMMONS
A4.17	ENLARGED PLANS - DIGITAL MEDIA
A4.18	ENLARGED PLANS - DIGITAL MEDIA
A4.19	ENLARGED PLANS - FLEX AREAS
A4.20	ENLARGED PLANS - AREA C
A5.00	WALL SECTIONS - TYPICAL
A5.01	WALL SECTIONS - FIREWALL
A5.02	WALL SECTIONS - FIREWALL
A5.03	WALL SECTIONS - AREA A
A5.04	WALL SECTION - AREA A
A5.05	WALL SECTIONS - AREA A
A5.06	WALL SECTION - AREA B
A5.07	WALL SECTIONS - AREA B
A5.08	WALL SECTIONS - AREA C
A5.10	ENLARGED WALL DETAILS
A5.11	ENLARGED WALL DETAILS
A5.20	PLAN DETAILS
A5.30	ROOF DETAILS
A5.31	ROOF DETAILS
A5.32	ROOF DETAILS
A5.33	ROOF DETAILS - FIREWALL
A5.34	ROOF DETAILS
A6.00	DOOR ACCESS CONTROL PLAN
A6.01	DOOR SCHEDULE
A6.02	DOOR AND FRAME TYPES
A6.03	DOOR DETAILS
A6.04	DOOR DETAILS
A6.05	DOOR DETAILS
A6.06	DOOR DETAILS
A6.10	EXTERIOR OPENING ELEVATIONS
A6.11	EXTERIOR OPENING ELEVATIONS
A6.12	INTERIOR OPENING ELEVATIONS
A6.13	OPENING DETAILS
A6.14	OPENING DETAILS
A6.15	OPENING DETAILS
A6.16	OPENING DETAILS
A6.17	OPENING DETAILS
A6.18	OPENING DETAILS
A7.00	INTERIOR ELEVATIONS - AREA A - AUDITORIUM LOBBY
A7.01	INTERIOR ELEVATIONS - AREA A & C - CORRIDORS & FLEX
A7.02	INTERIOR ELEVATIONS - AREA A - CORRIDORS
A7.03	INTERIOR ELEVATIONS - AREA A - AUDITORIUM & TICKET CONCESSIONS
A7.04	INTERIOR ELEVATIONS - AREA A - AUDITORIUM AND DANCE
A7.05	INTERIOR ELEVATIONS - AREA A - MUSIC ROOMS
A7.06	INTERIOR ELEVATIONS - AREA B - CAFETERIA COMMONS
A7.07	INTERIOR ELEVATIONS - AREA B - CAFETERIA COMMONS
A7.08	INTERIOR ELEVATIONS - AREA B - DIGITAL MEDIA AND RESOURCE ROOMS
A7.10	CASEWORK AND ACCENT WALL KEY PLAN
A7.11	CASEWORK ELEVATIONS - ADMIN
A7.12	CASEWORK ELEVATIONS - CLASSROOMS
A7.13	CASEWORK ELEVATIONS - FINE ARTS ROOMS
A7.14	CASEWORK SECTIONS & DETAILS
A8.00	VERTICAL CIRCULATION
A8.01	VERTICAL CIRCULATION
A8.02	VERTICAL CIRCULATION AND EXTERIOR STAIR & RAILINGS
A9.00	ROOM FINISH SCHEDULE & LEGENDS
A9.01	ROOM FINISH SCHEDULE & DETAILS
A9.02	INTERIOR FINISH PLAN & DETAILS
A9.10	SIGNAGE TYPES AND TACK STRIPS
A9.11	SIGNAGE TYPES
A9.12	SIGNAGE PLAN - AREA A
A9.13	SIGNAGE PLAN - AREA B

## FOOD SERVICE

FS.10	KITCHEN EQUIPMENT PLAN
-------	------------------------

## AUDITORIUM, STAGE AND MUSIC ROOM...

TH1.0	STAGE RIGGING SYSTEMS
TH1.1	STAGE RIGGING SYSTEMS
TH1.2	STAGE RIGGING SYSTEMS
TH1.3	STAGE RIGGING SYSTEMS
TH2.0	STAGE LIGHTING SYSTEMS
TH2.1	STAGE LIGHTING SYSTEMS
TH2.2	STAGE LIGHTING SYSTEMS
TH2.3	STAGE LIGHTING SYSTEMS
TH2.4	STAGE LIGHTING SYSTEMS
TH2.5	STAGE LIGHTING SYSTEMS
TH3.0	ACOUSTIC TREATMENTS
TH3.1	AV SYSTEMS
TH3.2	AV SYSTEMS
TH3.3	AV SYSTEMS
TH3.4	AV SYSTEMS
TH3.5	AV SYSTEMS
TH3.6	AV SYSTEMS
TH4.0	SEATING SYSTEMS
TH4.1	SEATING SYSTEMS
TH4.2	SEATING SYSTEMS
TH4.3	SEATING SYSTEMS
TH4.4	SEATING SYSTEMS
TH4.5	SEATING SYSTEMS
TH4.6	SEATING SYSTEMS
TH4.7	SEATING SYSTEMS
TH4.8	SEATING SYSTEMS
TH4.9	SEATING SYSTEMS
TH5.0	PIT FILLER PLATFORM SYSTEMS
TH6.0	ACOUSTIC TREATMENTS
TH6.1	ACOUSTIC TREATMENTS
TH6.2	ACOUSTIC TREATMENTS
TH6.3	ACOUSTIC TREATMENTS
TH6.4	ACOUSTIC TREATMENTS
TH6.5	ACOUSTIC TREATMENTS

## FIRE PROTECTION

FP1.0	FIRE PROTECTION LEGEND AND DETAILS
FP2.0	FIRST FLOOR PLAN - FIRE PROTECTION

## PLUMBING

P1.0	PLUMBING LEGEND AND DETAILS
P1.1	PLUMBING DETAILS
P2.0B	FIRST FLOOR PLAN - PLUMBING - BELOWSLAB DEMOLITION - AREA B
P2.1C	FIRST FLOOR PLAN - PLUMBING - BELOWSLAB DEMOLITION - AREA C
P3.0B	FIRST FLOOR PLAN - PLUMBING - DEMOLITION - AREA B
P3.1C	FIRST FLOOR PLAN - PLUMBING - DEMOLITION - AREA C
P4.0A	FIRST FLOOR PLAN - PLUMBING - BELOWSLAB NEW WORK - AREA A
P4.1B	FIRST FLOOR PLAN - PLUMBING - BELOWSLAB NEW WORK - AREA B
P4.2C	FIRST FLOOR PLAN - PLUMBING - BELOWSLAB NEW WORK - AREA C
P5.0A	FIRST FLOOR PLAN - PLUMBING - NEW WORK - AREA A
P5.1B	FIRST FLOOR PLAN - PLUMBING - NEW WORK - AREA B
P5.2C	FIRST FLOOR PLAN - PLUMBING - NEW WORK - AREA C
P6.0	OVERALL ROOF PLAN - PLUMBING AREA A
P6.1	ENLARGED MECHANICAL ROOM - PLUMBING
P7.0	WASTE AND VENT RISER DIAGRAM AREA A
P7.1	WASTE AND VENT RISER DIAGRAM AREA B AND C

## MECHANICAL

M1.0	MECHANICAL LEGEND AND GENERAL NOTES
M1.1	HVAC ZONING PLAN
M2.1B	FIRST FLOOR PLAN - AIR DISTRIBUTION DEMOLITION - AREA B
M2.2B	FIRST FLOOR PLAN - HYDRONICS DEMOLITION - AREA B
M2.3B	MECHANICAL ROOF PLAN - DEMOLITION - AREA B
M3.1A	FIRST FLOOR PLAN - AIR DISTRIBUTION NEW WORK - AREA A
M3.1B	FIRST FLOOR PLAN - AIR DISTRIBUTION NEW WORK - AREA B
M3.1C	FIRST FLOOR PLAN - AIR DISTRIBUTION NEW WORK - AREA C
M3.2A	MECHANICAL ROOF PLAN - NEW WORK - AREA A
M3.2B	MECHANICAL ROOF PLAN - NEW WORK - AREA B
M4.1A	FIRST FLOOR PLAN - HYDRONICS NEW WORK - AREA A
M4.1B	FIRST FLOOR PLAN - HYDRONICS NEW WORK - AREA B
M4.1C	FIRST FLOOR PLAN - HYDRONICS NEW WORK - AREA C
M5.0	ENLARGED MECHANICAL ROOM PLANS - AIR DISTRIBUTION
M5.1	ENLARGED MECHANICAL ROOM PLANS - AIR DISTRIBUTION
M5.2	ENLARGED MECHANICAL ROOM PLANS - HYDRONICS
M5.3	ENLARGED MECHANICAL MEZZANINE PLAN - HEAT PUMP DUCTWORK
M5.4	ENLARGED MECHANICAL MEZZANINE PLAN - VENTILATION DUCTWORK
M5.5	ENLARGED MECHANICAL MEZZANINE PLAN - HYDRONICS
M5.6	MECHANICAL MEZZANINE ISOMETRIC VIEWS
M5.7	MECHANICAL MEZZANINE ISOMETRIC VIEWS
M5.8	MECHANICAL SECTION VIEWS
M5.9	MECHANICAL SECTION VIEWS
M6.0	MECHANICAL PIPING SCHEMATICS
M6.1	MECHANICAL PIPING SCHEMATICS
M7.0	MECHANICAL DETAILS
M7.1	MECHANICAL DETAILS
M8.0	MECHANICAL SCHEDULES
M8.1	MECHANICAL SCHEDULES
M8.2	MECHANICAL VENTILATION SCHEDULE
UM1.0	MECHANICAL SITE PLAN
UM1.1	MECHANICAL SITE DETAILS

## ELECTRICAL

E1.0	ELECTRICAL LEGEND
E2.1A	PARTIAL FIRST FLOOR PLAN - AREA A - ELECTRICAL DEMOLITION
E2.1B	PARTIAL FIRST FLOOR PLAN - AREA B - ELECTRICAL DEMOLITION
E2.1C	PARTIAL FIRST FLOOR PLAN - AREA C - ELECTRICAL DEMOLITION
E2.2	PARTIAL ROOF PLAN - DEMOLITION
E3.1A	LIGHTING PLAN - AREA A
E3.1B	LIGHTING PLAN - AREA B
E3.1C	LIGHTING PLAN - AREA C1
E3.1C2	LIGHTING PLAN - AREA C2
E3.1C3	LIGHTING PLAN - CANOPY & ENTRY
E3.1D	ELECTRICAL PLAN - AREA D
E4.1A	POWERSYSTEMS PLAN - AREA A
E4.1B	POWERSYSTEMS PLAN - AREA B
E4.1C1	POWERSYSTEMS PLAN - AREA C1
E4.1C2	POWERSYSTEMS PLAN - AREA C2
E4.2	PARTIAL ROOF PLAN - ELECTRICAL
E5.0	ENLARGED UTILITY PLATFORM - ELECTRICAL
E5.1	ENLARGED UTILITY PLATFORM - ELECTRICAL
E5.2	ENLARGED KITCHEN - ELECTRICAL
E5.3L	ENLARGED AUDITORIUM - LIGHTING
E5.3U	ENLARGED UPPER LEVEL AUDITORIUM - LIGHTING
E5.4L	ENLARGED AUDITORIUM - POWER
E5.4U	ENLARGED UPPER LEVEL AUDITORIUM - POWER
E5.5	AUDITORIUM DETAILS
E5.6	AUDITORIUM DETAILS
E5.7	AUDITORIUM DETAILS
E5.8	AUDITORIUM SCHEDULES
E6.0	OVERALL INTERCONNECTION PLAN - ELECTRICAL
E6.1	OVERALL INTERCONNECTIONS PLAN - SYSTEMS
E6.2	OVERALL FLOOR PLAN - INTERCOM ZONING
E7.0	ELECTRICAL RISER
E8.0	ELECTRICAL DETAILS AND SCHEDULES
E8.1	ELECTRICAL DETAILS AND SCHEDULES
E8.2	ELECTRICAL DETAILS AND SCHEDULES
E8.3	ELECTRICAL DETAILS AND SCHEDULES
E8.4	ELECTRICAL DETAILS AND SCHEDULES
E8.5	ELECTRICAL DETAILS AND SCHEDULES
E8.6	ELECTRICAL DETAILS AND SCHEDULES
E9.0	ELECTRICAL SCHEDULES
E9.1	ELECTRICAL SCHEDULES
E9.2	ELECTRICAL SCHEDULES
E9.3	ELECTRICAL SCHEDULES
E9.4	ELECTRICAL SCHEDULES
UE1.0	SITE UTILITY PLAN - DEMOLITION
UE1.1	PARTIAL UTILITY PLAN - ELECTRICAL
UE1.2	PARTIAL UTILITY PLAN - ELECTRICAL
UE1.3	PARTIAL UTILITY PLAN - ELECTRICAL

BG No. 23-050

Date: 12/6/23 To: (Owner): **Bullitt County Public Schools**

Project Name: **Bullitt East High School – Fine Arts Addition**

Bid Package No.1  
General Construction

City, County: **Mt. Washington, Kentucky**

Name of Contractor:

EH CONSTRUCTION LLC

Mailing Address:

P.O. BOX 910 BROOKS KY 40109

Business Address: 1188 E BLUELICK RD SHEP. KY 40165 Telephone: 502-957-7471

Fax: 502-957-3420

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 5 (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:

35,210,000  
Use Figures

THIRTY FIVE MILLION TWO HUNDRED TEN THOUSAND Dollars & 2000 Cents  
Use Words 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
No.1	Door Hardware			<input checked="" type="checkbox"/>
No.2	Fire Alarm System			<input checked="" type="checkbox"/>
No.3	Plumbing Equipment	\$ 5,500		<input type="checkbox"/>
No.4	Kitchen Equipment			<input checked="" type="checkbox"/>
No.5	Intercom Public Address and Master Clock System			<input checked="" type="checkbox"/>
No.6	Mechanical Equipment	\$ 60,000		<input type="checkbox"/>
No.7	Cafeteria Commons Lighting	\$ 14,000		<input type="checkbox"/>
No.8	Orchestra Shell	\$ 142,000 \$ 183,000		<input type="checkbox"/>
No.9	Extension of Right-of-Way	\$ 32,000		<input type="checkbox"/>
No.10	Intrusion Detection System			<input checked="" type="checkbox"/>

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

**LIST OF PROPOSED SUBCONTRACTORS:**

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

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

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

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

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

	<b><u>BRANCH OF WORK</u></b> (to be filled out by the Architect)	<b><u>SUBCONTRACTOR</u></b> (to be filled out by the contractor)
1.	Demolition	HCL
2.	Building Layout (Engineer / Surveyor)	Scott Heath
3.	Excavation and Grading	Trademark Excavating
4.	Landscaping	Willett Landscaping
5.	Concrete	Vesseler Construction
6.	Masonry	TL YOUNG
7.	Kitchen Equipment	CT DESIGN
8.	Structural Steel	Sonne STEEL
9.	Steel Bar Joist / Metal Deck	Sonne STEEL
10.	Modified Roofing	DEER PARK ROOFING
11.	Standing Seam Metal Roofing	DEER PARK ROOFING
12.	Hollow Metal Door and Frames	ATLAS
13.	Wood Doors	ATLAS
14.	Hardware	ATLAS
15.	Aluminum Windows / Storefront / Curtain Wall	STANLEY SCHULTZ



	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the contractor)
16.	Drywall / Hard Surface Ceiling	JABA
17.	Resilient Base and Accessories	KV FLOORING
18.	LVT Flooring	KV FLOORING
19.	Resinous Flooring	KV FLOORING
20.	Ceramic Tile and Base	KV FLOORING
21.	Acoustical Ceiling	Parker Acoustical
22.	Painting	J-way Contracting
23.	Casework	SMITHS LAMINATING
24.	Theatrical Acoustics	BECK STUDIOS
25.	Theatrical Seating	<del>BECK STUDIOS</del> IRWIN
26.	Mechanical	FRET MECHANICAL
27.	Sheet Metal (HVAC)	FRET MECHANICAL
28.	Mechanical Insulator	THOROUGH BRED
29.	Kitchen Hood	FRET MECHANICAL
30.	Test and Balance	BY OWNER
31.	Plumbing	FRET MECHANICAL
32.	Fire Protection	TWIN LAKES
33.	Electrical	KES
34.	Fire Alarm	ADT
35.	Security	ADT
36.	Generator	KES
37.	Intercom	SWC
38.	Geothermal	GEOTHERMAL EARTHWORKS
39.		
40.		

**LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:**

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

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

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

The bidder shall submit the list of suppliers and manufacturers 1-hour after 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.	Concrete	IMI	IMI
2.	Masonry	Lee Brick & Block	Lee Brick & Block
3.	Modified Bitumen Roofing	TREMO	TREMO
4.	Pre-Finished Standing Seam Metal Roofing	TREMO	TREMO
5.	Structural Steel / Steel Bar Joist / Metal Floor & Roof Deck	Sonne / New millium	sonne / New millium
6.	Hollow Metal Door and Frames & Wood Doors	Atlas	Delafontaine <del>Delafontaine</del> Ash Kush
7.	Hardware	Atlas	Owners Preferred
8.	Aluminum Windows / Storefront	Trulite	Trulite
9.	Acoustical Ceiling / Grid	FBM	Armstrong
10.	Resilient Base and Accessories	KVF	Roppe
11.	LVT Flooring	KVF	Pattcraft
12.	Resinous Flooring	DuraFlex	DuraFlex
13.	Paint	Sherrin Williams	sherrin williams
14.	Casework	Smiths Laminating	Smiths Laminating
15.	Acoustic Treatments - Lobbies	Wood Line Ceiling Systems	Wood Line Ceiling Systems
16.	Acoustic Treatments (as shown on TH Series Drawings) - Band - Chorus - Ensemble and Practice Rooms - Auditorium	Foundation Buildings materials	RPS Acoustical



	<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)
17.	Theatrical Sound	<del>ADT</del> ADT	QSYS
18.	Theatrical Lighting Theatrical Rigging	Beck studios Beck studios	ETC <del>Beck Studios</del> Beck Studios
19.	Auditorium Seating	Irwin Seating	Irwin Seating
20.	Kitchen Equipment	C+T Design	Owners Preferred
21.	Fire Protection Sprinkler System / Sprinkler Heads	Reliable	Reliable
22.	Plumbing Fixtures	Plumbers Supply	Elkay, Watts, ETC.
23.	Geothermal	Geothermal Supply Co.	Geothermal Supply Co.
24.	Split Systems	TRANE	Mitsubishi
25.	Electric Unit Heaters	RL Craig	Markeel
26.	Domestic Water Heater	Plumbers Supply	Lochinvar
27.	Hose Kits	TRANE	TRANE
28.	Hydronic Pumps and Specialties	Blackmore & Glauert	Bell & Gossett
29.	Variable Frequency Drives	By BP #2 - HVAC Controls	
30.	Heat Pumps / Heat Pump Chiller	Trane	Trane / Arctic Chiller
31.	AHU's / OA Units	Trane	Trane Climate Changer
32.	Exhaust Fans	RL Craig	Greenheck
33.	Grilles / Registers / Diffusers	RL Craig	Price
34.	Light Fixtures	Graybar	Acuity
35.	Electrical Distribution Equipment	Graybar	Square D
36.	Fire Alarm	ADT	Edwards
37.	Intercom	SWC	Rauland Borg
38.	Security Intrusion Detection	ADT	Bosch
39.	Emergency Generator	Cummins	Cummins
40.	Emergency Transfer Switch	Cummins	Cummins

**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 1-hour after 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.	Salvage and transport of boulders from Old Mill Elem stockpile, placement of landscape boulders	\$ 450. <sup>00</sup>	Per Boulder
2.	Reinforced concrete walks and slabs, 4" thick with compacted sub-base	\$ 70. <sup>00</sup>	S.Y.
3.	8" HDPE Pipe, Installed,	\$ 47. <sup>00</sup>	L.F.
4.	Earth Backfill	\$ 33. <sup>00</sup>	C.Y.
5.	Dense Graded Aggregate Base	\$ 46. <sup>00</sup>	TON
6.	Additional Excavation	\$ 45. <sup>00</sup>	C.Y.
7.	Asphalt Paving, per inch of thickness	\$ 18. <sup>00</sup>	S.Y.
8.	Structural Steel (weight less than 20 lbs/ft) (weight more than or equal to 20 lbs/ft)	\$ 3. <sup>75</sup> \$ 3. <sup>20</sup>	LB. LB.
9.	6" CMU 8" CMU (reinforced) 12" CMU (reinforced)	\$ 15. <sup>00</sup> \$ 20. <sup>00</sup> \$ 22. <sup>00</sup>	S.F. S.F. S.F.
10.	Metal stud framing (3-5/8") faced with 5/8" GWB, finished each side.	\$ 7. <sup>35</sup>	S.F.
11.	1-inch Installed Interior Geothermal copper runouts with Misc. Fittings	\$ 55. <sup>00</sup>	L.F.
12.	1-1/2 inch Installed Interior Geothermal copper runouts with Misc. Fittings	\$ 60. <sup>00</sup>	L.F.
13.	2-inch Installed Interior Domestic Water Pipe	\$ 80. <sup>00</sup>	L.F.
14.	3-inch Installed DWV Pipe with Misc. Fittings	\$ 50. <sup>00</sup>	L.F.
15.	Permanent steel casing for 1 1/4-inch geothermal wellfield piping	\$ 28. <sup>00</sup>	L.F.
16.	3-inch gas piping, painted with misc. fittings	\$ 70. <sup>00</sup>	L.F.
17.	Fire Alarm audio visual device (speaker/strobe) installed.	\$ 295. <sup>00</sup>	EA.
18.	Red fire alarm cabling installed.	\$ 2. <sup>00</sup>	L.F.



	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u>
19.	3/4" EMT conduit installed (Plain or Factory Colored).	\$8.00	EA.
20.	Exit light fixture X-1 installed complete with 6'-0" whip and three #12 AWG conductors.	\$145.00	EA.
21.	Recessed "A3" fixture installed complete with a 6'-0" whip with three #12 AWG conductors	\$175.00	EA.
22.	#12 AWG conductor installed	\$3.00	L.F.
23.	#10 AWG conductor installed	\$5.50	L.F.
24.	Pendant Suspended Intercom Speaker Installed	<del>\$1500</del> \$500.00	EA.
25.	Tamper resistant 20A duplex outlet installed	\$45.00	EA.
26.	Long range Wall motion detector installed.	\$310.00	EA.
27.	Security Cabling Installed.	\$2.35	L.F.
28.	Fire Alarm manual pull station installed.	\$315.00	EA.
29.	Recessed 2G backbox and 3/4" or 1" EMT stub-out above 10'-8" accessible ceiling.	\$325.00	EA.
30.	Fire Alarm Smoke Detector	\$300.00	EA.
31.	Fire Alarm Audio Visual Device	\$225.00	EA.
32.			
33.			
34.			
35.			
36.			
37.			
38.			
39.			
40.			

**Note:** Backbox and conduit stubouts ARE separate from individual line items and shall not be included in "installed" electrical unit prices.

**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.**

	<b>SUPPLIER</b> (to be filled out by the Contractor)	<b>PURCHASE ORDER DESCRIPTION</b> (to be filled out by the Contractor)	<b>PURCHASE ORDER AMT.</b> (to be filled out by the Contractor)
1.	Atlas Enterprises	Doors/Hardware/Specialties	\$826,516.00
2.	Shaw/Patcraft	LVT-Carpet	\$139,344.00
3.	L Fishman	Resilient Base	\$ 12,748.00
4.	Dal-Tile	Ceramic Tiling	\$ 23,864.00
5.	Forbo	Sports Flooring	\$ 7,350.00
6.	Porter Corp	Steel Canopy #1	\$269,170.00
7.	Porter Corp	Steel Canopy #2	\$448,980.00
8.	Sonne Steel	Steel Raw Materials	\$370,461.76
9.	New Millennium	Bar Joist & Metal Decking	\$483,585.00
10.	Sprial Stairs of America	Spiral Stair Cases	\$ 29,538.24
11.	Trulite	Aluminum Storefront/Curtain Wall	\$ 43,310.00
12.	Trulite	Glass	\$ 32,500.00
13.	Desco Architectural	Aluminum Windows	\$114,275.00
14.	Schaffner Heaney	Translucent Panel System	\$121,250.00
15.	Olson Architectural Products	Veritical Sunshades	\$ 56,823.00
16.	Longboard Arch. Products	1x3 Beams and End Caps	\$ 10,195.00
17.	Irwin Seating Products	Fixed Audience Seating	\$141,444.00
18.	Sherwin Williams	Painting Supplies	\$ 65,000.00

	<b>SUPPLIER</b> (to be filled out by the Contractor)	<b>PURCHASE ORDER DESCRIPTION</b> (to be filled out by the Contractor)	<b>PURCHASE ORDER AMT.</b> (to be filled out by the Contractor)
19.	Valley Interior Products	Metal Studs/Drywall	\$160,000.00
20.	Duraflex, Inc.	Epoxy Floor System	\$133,881.20
21.	Plumbers Supply	Pipe/Fixtures/Hydronic Equipment	\$700,000.00
22.	Shape Manufacturing	Ductwork	\$400,000.00
23.	RL Craig	GRD's	\$234,760.00
24.	Bay Insulation	Mechanical Insulation	\$ 60,000.00
25.	Trane (BASE BID)	HVAC Equipment	\$466,034.00
26.	Trane (Alt. #6)	HVAC Equipment	\$ 51,904.00
27.	Graybar	Switchgear Package	\$355,000.00
28.	Foundation Building Materials	Acoustical Ceilings, Acoustic Panels and Baffles in Theater Band and Choir by RPG	\$332,945.71
29.	G&S Acoustics	Acoustic Panels & Baffles in Cafe 700F, 700E,813	\$ 17,486.00
30.	Linea Ceiling Systems	Acoustic Wood Ceiling and Walls	\$ 78,930.00
31.	Wenger (Base Bid)	Auditorium Clouds	\$149,310.42
32.	Wenger (Base Bid)	Orchestra Pit Filler	\$ 39,389.60
33.	Wenger (Alt. 8A)	Motorized Rigging	\$107,915.73
34.	Wenger (Alt. 8B)	Orchestra Shell	\$139,366.26
35.	Lee Brick & Block	Block/Brick & Masonry Acces.	\$381,000.00
36.	Mills Supply Company	Rebar & Accessories	\$140,000.00
37.	Nugent Sand Company	Sand	\$ 8,500.00
38.	The Quickcrete Companies	Grout/Cement	\$ 60,000.00
39.	Hertz Furniture	Band Cabinetwork	\$ 56,911.00
40.	Smiths Laminating	Laminate Casework/Solid Surface	\$105,000.00
41.	JR Hoe & Sons	Castings	\$ 17,539.20
42.	Core and Main	Piping & Fittings	\$229,199.39
43.	Infrastructure Precast	Precast Structures	\$ 93,423.00

	<b>SUPPLIER</b> (to be filled out by the Contractor)	<b>PURCHASE ORDER DESCRIPTION</b> (to be filled out by the Contractor)	<b>PURCHASE ORDER AMT.</b> (to be filled out by the Contractor)
44.	Rogers Group	Stone	\$ 89,113.00
45.	Crain Sod	Sod	\$ 5,000.00
46.	Central Ky Wholesale	Plantings	\$ 10,000.00
47.	The Garland Co	SBS & Metal Roofing	\$1,500,000.00
48.	Geothermal Supply Co	Geothermal Well Field Material	\$ 178,149.60
49.	Patterson Pope	Space Saver Shelving	\$ 16,487.80
50.	Blue Mountain Co.	Kitchen Equipment	\$ 696,009.29

**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:** TOTAL: \$10,209,609.20

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: EH CONSTRUCTION LLC

AUTHORIZED REPRESENTATIVE'S NAME:   
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): AMY COLEMAN

AUTHORIZED REPRESENTATIVE'S TITLE: VICE PRESIDENT

**NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of ~~\$25,000.~~ \$100,000. (change effective June 3, 2019.)**

This form shall not be modified.

**Attachment A**

This attachment shall be included as an extension to the Form of Proposal - Kentucky Department of Education, 2013, 702 KAR 4:160

**BASE BID ACCOUNTING BREAKDOWN:**

*Submit completed Breakdown within 1-hour of Bid submission.*

<b>WORK</b>	<b>PRICE</b>
1 Civil (sitework)	\$ <u>2,500,000</u>
2 Landscape	\$ <u>54,000</u>
3 Structural	\$ <u>4,300,000</u>
4 Architectural	\$ <u>11,951,000</u>
5 Mechanical	\$ <u>3,200,000</u>
6 Electrical	\$ <u>6,400,000</u>
7 Fire Protection	\$ <u>605,000</u>
8 Plumbing	\$ <u>1,200,000</u>
 <b>New Construction TOTAL:</b>	 \$ _____
 <b>Renovation TOTAL:</b>	 \$ _____
 <b>BASE BID GRAND TOTAL:</b> (must equal Base Bid)	 \$ <u>35,210,000</u>



**CONTRACTOR ACKNOWLEDGEMENT OF COMPLIANCE WITH KRS 45A.343**

By signing below, Contractor or Subcontractor acknowledge that it has read KRS 45A.343. Contractor or Subcontractor fully understands the effect of nondisclosure or noncompliance for failure to reveal violations of certain KRS Chapters as listed in KRS 45A.343.

2.3.7 Compliance with KRS Chapter 45A

- (a) All applicable provisions of KRS Chapter 45A regarding notice to and disclosure by contractors shall be complied with. Without limitation of the foregoing, every contract entered into by the Board shall require the contractor and all subcontractors performing work under the contract to:
  - (i) Reveal any final determinations as such term is used in KRS 45A.343 of a violation by the contractor or subcontractor within the previous five-year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the contractor or subcontractor; and
  - (ii) Be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the contractor or subcontractor for the duration of the contract.
- (b) A contractor's failure to reveal such a final determination of a violation by the contractor of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 or to comply with these statutes for the duration of the contract shall be grounds for the Board's:
  - (i) Cancellation of the contract; and
  - (ii) Disqualification of the contractor from eligibility for future contracts awarded by the Board for a period of two years.
- (c) A Subcontractor's failure to reveal such a final determination of a violation by the subcontractor of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 or to comply with these statutes for the duration of the contract shall be grounds for the disqualification of the subcontractor from eligibility for future contracts for a period of two years.

Contractor and or Subcontractor acknowledge that it has complied with the above requirements and have had the following violations as referenced above.

Listing of Violations (Attached separate sheet if necessary) Write "None" if no violations.

PLEASE SEE ATTACHED

NONE FOR THE REST

EH CONSTRUCTION LLC

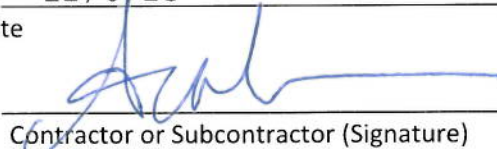
Company Name

12/6/23

Date

EH CONSTRUCTION LLC

Contractor or Subcontractor (Print Name)

  
Contractor or Subcontractor (Signature)





## EDUCATION AND LABOR CABINET

**Andy Beshear**  
Governor

**Department of Workplace Standards**  
**Kimberlee C. Perry**  
Commissioner  
500 Mero Street, 3<sup>rd</sup> Floor  
Frankfort, Kentucky 40601  
(502) 564-3070

**Jamie Link**  
Secretary

TO: TJ Etherton  
FROM: Division of Wages & Hours  
DATE: November 27, 2023  
SUBJECT: VENDOR VERIFICATION

**EH Construction LLC**  
**1188 E. Blue Lick Rd.**  
**Shepherdsville, KY 40165**

On November 27, you requested information pertaining to any wage and hour and occupational safety and health violations for the above contractor within the last five (5) years as well as any outstanding investigations, unpaid fines, or restitution. The information provided herein is only in reference to exact matches for the vendor at the above listed address(es).

### OCCUPATIONAL SAFETY and HEALTH

INSPECTION				CITATION INFORMATION				
OPEN FINAL ORDER CLOSED	DATE	CASE NUMBER	STATE OF ISSUE	DATE CITED	NUMBER OF VIOLATIONS	SERIOUS WILLFUL REPEAT OTHER	KRS OR REGULATION	FINE
<b>INVESTIGATION(S) CONDUCTED WITHIN LAST FIVE (5) YEARS YIELDED NO VIOLATIONS OR FINES.</b>								

### WAGE and HOUR

INVESTIGATION			VIOLATION INFORMATION			RESTITUTION INFORMATION	
OPEN/ CLOSED	DATE	CASE NUMBER	DATE CITED	KRS OR REGULATION	FINE	NUMBER OF EMPLOYEES AFFECTED	RESTITUTION AMOUNT
<b>NO INVESTIGATION(S) WITHIN LAST FIVE (5) YEARS</b>			<b>NO VIOLATION(S) – NO FINE(S)</b>			<b>NO RESTITUTION</b>	

### PERFORMANCE BOND INFORMATION

Kentucky Revised Statute 337.200 requires employers in the construction and mining industries, including the transportation of minerals, who have conducted business in the Commonwealth of Kentucky for less than five (5) consecutive years furnish the Commissioner a prescribed performance bond form.



The Department of Workplace Standards utilizes the Kentucky Secretary of State's webpage to determine if an employer has conducted business in Kentucky for less than five (5) consecutive years. The date posted as the "Organization Date" serves as the starting date to determine if an employer has conducted business less than five (5) consecutive years.

**EH Construction LLC is exempt from KRS 337.200 due to being in business over 5 years according to Secretary of State.**



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

EH Construction, LLC  
PO Box 910  
Brooks, KY 40190

### OWNER:

(Name, legal status and address)

Bullitt County Board of Education  
1040 Hwy 44 East  
Shepherdsville, KY 40165

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
Mailing Address for Notices  
One Tower Square  
Hartford, CT 06183

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.

**BOND AMOUNT:** \$ Five Percent of Amount Bid (5%)

### PROJECT:

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

Bullitt East High School-Fine Arts Addition

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 December, 2023

  
\_\_\_\_\_  
(Witness)

EH Construction, LLC  
(Principal) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title)

Travelers Casualty and Surety Company of America  
(Surety) \_\_\_\_\_ (Seal)

By:   
\_\_\_\_\_  
(Title) Monica A. Kaiser, Attorney-in-Fact

  
\_\_\_\_\_  
(Witness) Madison Haller







**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Andrea Cortes, Elizabeth Dawson, William A. Kantlehner III, William A. Kantlehner IV, Ryan P. Mitchell, Thomas J. Mitchell, S. Annette Mullet, Christopher E. von Allmen, Andrew O. Mucci, Kevin H. Bowling, Adam Terry, and Andrew G. Windhorst Jr. of Louisville, Kentucky their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies, business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

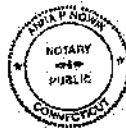
City of Hartford ss.

By: *Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of December, 2023



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BG# 23-050 Date Submitted \_\_\_\_\_ Delivery Method \_\_\_\_\_ PO Certification Statement Phase  
 District Code 071 District Name Bullitt County Public Schools  GC  GESC  Initial Statement  Final Statement  
 School Code 016 Facility Name Bullitt East HS - Fine Arts Addition - BP #1  CM  Change Order Stmt.

Contractor Name	PO Number	Bid. Pack. #	Specification Section No.	Purchase Order Description	Vendor Name	Initial PO Amount	Change Order Amount To Date	Reason For Change	Final PO Amount
Atlas Enterprises		1	Multiple	Doors/Hdwe/Specialties	Atlas Enterprises	826,516.00			826,516.00
KV Flooring		1	096800/096850	LVT & Carpet	Shaw/Patcraft	139,344.00			139,344.00
KV Flooring		1	096513	Resilient Base	L Fishman	12,748.00			12,748.00
KV Flooring		1	093000	Ceramic Tile	Dal-Tile	23,864.00			23,864.00
KV Flooring		1	096500	Sports Flooring	Forbo	7,350.00			7,350.00
Porter Corp		1	133423	Steel Canopy #1	Porter Corp	269,170.00			269,170.00
Porter Corp		1	133423	Steel Canopy #2	Porter Corp	448,980.00			448,980.00
Sonne Steel		1	051200	Steel Raw Materials	Sonne Steel	370,461.76			370,461.76
Sonne Steel		1	052100/053100	Bar Joist & Metal Deck	New Millennium	483,585.00			483,585.00
Sonne Steel		1	057113	Spiral Staircases	Spiral Stairs of America	29,538.24			29,538.24
Stanley Schultze		1	084113/084413	Aluminum Storefront/CW	Trulite	43,310.00			43,310.00
Stanley Schultze		1	088000	Glass	Trulite	32,500.00			32,500.00
Stanley Schultze		1	085113	Aluminum Windows	Desco Architectural	114,275.00			114,275.00
Stanley Schultze		1	089520	Translucent Panels	Schaffner Heaney	121,250.00			121,250.00
Stanley Schultze		1	107113	Vertical Sun Shades	Olson Arch. Products	56,823.00			56,823.00
Stanley Schultze		1	No Spec	1x3 Beams & End Caps	Longboard Arch. Products	10,195.00			10,195.00
Irwin Seating		1	126100	Fixed Audience Seating	Irwin Seating Products	141,444.00			141,444.00
J-Way		1	099123/099113	Painting Supplies	Sherwin Williams	65,000.00			65,000.00
JABA		1	054000/092900	Metal Studs/Drywall	Valley Interior Products	160,000.00			160,000.00
X-Treme		1	096723	Epoxy Floor System	Duraflex, Inc.	133,881.20			133,881.20
Frei Mechanical		1	Multiple	Pipe/Fixtures/Hydronics	Plumbers Supply Co.	700,000.00			700,000.00
Frei Mechanical		1	231200	Ductwork	Shape Manufacturing	400,000.00			400,000.00
Frei Mechanical		1	231100	GRD's	RL Craig	234,760.00			234,760.00
Frei Mechanical		1	202200	Mechanical Insulation	Bay Insulation	60,000.00			60,000.00
Frei Mechanical		1	230200	HVAC Equipment	Trane	517,938.00			517,938.00
KES		1	262400	Switchgear Package	Graybar	355,000.00			355,000.00
Parker Acoustical		1	Multiple	Acoustical Products	Foundation Bldg. Materials	332,945.71			332,945.71
Parker Acoustical		1	098413	Acoustical Panels/Baffles	G&S Acoustics	17,486.00			17,486.00
Parker Acoustical		1	095113	Acoustic Wood Products	Linea Ceiling Systems	78,930.00			78,930.00
Beck Studios		1	110600/110601	Stage Rigging/Pit Filler	Wenger	435,982.01			435,982.01
TL Young		1	042000	Block/Brick/Masonry Acc.	Lee Brick & Block	381,000.00			381,000.00
TL Young		1	042000	Rebar & Accessories	Mills Supply Co.	140,000.00			140,000.00

# Kentucky Department of Education Version of AIA Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**

(Name, legal status and address)

EH Construction, LLC

PO Box 910

Brooks, KY 40109

**SURETY:**

(Name, legal status and principal place of business)

Travelers Casualty and Surety

Company of America

1 Tower Sq, Hartford, CT 06183

**OWNER:**

(Name, legal status and address)

Bullitt County Public Schools-BOE

1040 KY Hwy 44 East

Shepherdsville, KY 40165

**CONSTRUCTION CONTRACT**

Date: 12/18/2023

Amount: Thirty Five Million Six Hundred Ninety Six Thousand Five Hundred & 00/100  
(\$35,696,500.00)

**Description:**

(Name and location)

Bullitt East High School-Fine Arts Addition

11450 KY 44, Mt. Washington, KY 40047

**BOND**

Date: 12/18/2023

(Not earlier than Construction Contract Date)

Amount: Thirty Five Million Six Hundred Ninety Six Thousand Five Hundred & 00/100  
(\$35,696,500.00)

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

EH Construction, LLC

Signature:

Name: *Arthur J. Hall*

and Title: *President*

(Any additional signatures appear on the last page of this Payment Bond.)

**SURETY**

Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature:

Name: *Monica A. Kaiser*

and Title: Attorney-in-Fact



This version of AIA Document A312–2010 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A312 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A312–2010 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.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

L A Surety Solutions, LLC a Div of Alliant

127 S Sherrin Ave

Louisville, KY 40207

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

Studio Kremer Architects, Inc.

1231 S Shelby St

Louisville, KY 40203



**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2** have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

§ 18.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

§ 18.2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

§ 18.3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

§ 18.4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Monica A. Kaiser** of **LOUISVILLE, Kentucky**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of December, 2023



  
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

# Kentucky Department of Education Version of AIA Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**  
*(Name, legal status and address)*  
EH Construction, LLC  
PO Box 910  
Brooks, KY 40109

**SURETY:**  
*(Name, legal status and principal place of business)*  
Travelers Casualty and Surety  
Company of America  
1 Tower Sq, Hartford, CT 06183

**OWNER:**  
*(Name, legal status and address)*  
Bullitt County Public Schools-BOE  
1040 KY Hwy 44 East  
Shepherdsville, KY 40165

**CONSTRUCTION CONTRACT**  
Date: 12/18/2023

Amount: Thirty Five Million Six Hundred Ninety Six Thousand Five Hundred & 00/100  
(\$35,696,500.00)

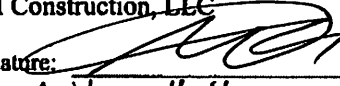
**Description:**  
*(Name and location)*  
Bullitt East High School-Fine Arts Addition  
11450 KY 44, Mt. Washington, KY 40047

**BOND**  
Date: 12/18/2023  
*(Not earlier than Construction Contract Date)*

Amount: Thirty Five Million Six Hundred Ninety Six Thousand Five Hundred & 00/100  
(\$35,696,500.00)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*  
EH Construction, LLC

Signature:   
Name: Anthony  
and Title: President  
*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**  
Company: *(Corporate Seal)*  
Travelers Casualty and Surety Company of America

Signature:   
Name: Monica A. Kaiser  
and Title: Attorney-in-Fact



*(FOR INFORMATION ONLY -- Name, address and telephone)*

**AGENT or BROKER:**  
L A Surety Solutions, LLC a Div of Alliant  
127 S Sherrin Ave  
Louisville, KY 40207

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*  
Studio Kremer Architects, Inc.  
1231 S Shelby St  
Louisville, KY 40203



This version of AIA Document A312-2010 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A312 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A312-2010 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.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.



**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

**§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 16** Modifications to this bond are as follows:

**§ 16.1** Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

**§ 16.2** Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

**§ 16.3** Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

**§ 16.4** No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address





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