

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

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



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

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

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

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

AGREEMENT made as of the Twenty Third day of January in the year Two Thousand Twenty Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Russellville Independent Schools
355 S. Summer Street
Russellville, KY 42276

and the Contractor:
(Name, legal status, address and other information)
C & C Contracting LLC
1259 Herndon Road
Russellville, KY 42276

for the following Project:
(Name, location and detailed description)
RHS Canopy + Entrance Renovation
1101 W 9th St. Russellville, KY 42276

Project consists of the removal of the existing aluminum canopies, sidewalks, and concrete under and between canopies at the front entrance of the Russellville High School as shown in the Construction Documents. New construction consists of two free standing steel canopies with masonry wrapped columns, curved metal roof panels, lighting, and new site improvements consisting of a concrete walks, retaining wall, flagpole, accent lighting, ada ramp, metal guards and railing, steps, and masonry bench seating.

The Architect:
(Name, legal status, address and other information)
Hawkins Abney, PLLC
1503 N Main St
Beaver Dam, Kentucky 42320

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.

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

Date of Commencement shall be date of this Agreement. On-Site work shall not begin until after School Graduation.

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:

N/A

§ 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 of entire Work is to be achieved by August 4, 2024.

Portion of Work

Substantial Completion Date

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

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of Five Hundred Dollars (\$ 500.00), 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 Seven Hundred Fourteen Thousand Six Hundred Dollars and No Cents (\$ 714,600.00), subject to additions and deductions as provided in the Contract Documents.

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

	Amount
Base Bid	\$ 699,750.00
Sum of Accepted Alternates	\$ 14,850.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 714,600.00
Sum of Owner’s direct Purchase Orders	\$ N/A
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 714,600.00

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires. Either list alternates here or refer to an exhibit attached to this Agreement.)

Number	Item Description	Amount
Alternate 1	Radius Bench Seat	ADD \$14,850.00
	Total of Alternates	\$14,850.00

§ 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.)

N/A

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.)

N/A

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 Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the First day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than 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.)

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

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

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

§ 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.)*

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

Kyle Estes, Superintendent
Russellville Independent Schools
355 S. Summer Street
Russellville, KY 42276

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

Robert Cates
C & C Contracting
1259 Herndon Road
Russellville, KY 42276

Init.

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

§ 8.6 Other provisions:

N/A

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.)
Refer to Exhibit "A"

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

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

Refer to Exhibit "B"

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 Exhibit "C"

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
1	01.05.2024	45 Pages Total (7 Drawing Sheets + 38 Type Written)

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

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.)

Refer to Exhibit "D"

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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

OWNER *(Signature)*
 Kyle Estes, Superintendent

(Printed name and title)

CONTRACTOR *(Signature)*
 Robert Cates, Member

(Printed name and title)

Init.
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SECTION 00 73 00 – SUPPLEMENTAL CONDITIONS

GENERAL:

The following supplements shall modify, delete, or add to the AIA Document A201-2007 “General Conditions of the Contract for Construction” (KDE Version), specification section 00 72 00 in this Project Manual. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

- **1.1 Basic Definitions**, **Modify** Subparagraph 1.1.1, last sentence beginning with “Unless specifically enumerated....” to read as follows:

“Unless specifically enumerated in the Agreement, the Contract Documents DO include the advertisement, Invitation to Bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor’s bid or proposal, or portions of Addenda relating to bidding requirements.”

- **1.2 Correlation and Intent of the Contract Documents**, **Add** to end of Subparagraph 1.2.1

“In the case of discrepancies, inconsistencies, or inaccuracies between the Drawings and Specifications, or within either Document not clarified by addendum, the Contractor shall bring them to the attention of the Architect prior to any changes made. Should the Contractor proceed prior to receiving direction from the Architect and a cost is incurred for changes made, then Contractor shall be responsible for the additional costs.”

ARTICLE 2 OWNER

- **2.2 Information and Services Required of the Owner**, **Modify** Subparagraph 2.2.5 to read as follows:

2.2.5 “Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor **up to 5** copies of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.”

ARTICLE 3 CONTRACTOR

- **3.2 Review of Contract Documents and Field Conditions by Contractor**, **Add** to Subparagraph 3.2.1

“Contractor shall review drawings, verify existing spaces available and make modifications required as approved by the Architect, without additional costs to the

Owner. Where space requirements appear to be unattainable, notify Architect prior to proceeding.”

- 3.3 Supervision and Construction Procedures, **Add** Subparagraph 3.3.4

3.3.4 In the absence of any dimensions located on the Drawings, the Contractor shall contact the Architect for needed dimension. Contractor shall not scale dimensions from the drawings.

- 3.14 Cutting and Patching, **Add** Subparagraph 3.14.3 as follows:

3.14.3 Contractor shall repair or replace any and all sections of existing drives, roads, sidewalks, utilities, fences, gates, and building structures that become damaged due to any work performed under this Contract back to its original condition. This includes work performed by the Contractor’s subcontractors or material suppliers. Such repairs and/or replacements shall be at no additional cost to the Owner.

ARTICLE 8 TIME

- 8.3 Delays and Extensions of Time, **Add** Subparagraphs 8.3.4, 8.3.5, 8.3.6, and 8.3.7 and 8.3.8 as follows:

8.3.4 If the Contractor’s work is delayed and changes the approved Project Construction Schedule without justification in accordance with subparagraph 8.3.1, the Contractor shall work necessary overtime to comply with Project Construction Schedule without additional compensation from the Owner.

8.3.5 The Contractor shall not be allowed to claim additional days due to adverse weather delays unless the amount of days lost due to inclement weather exceeds the average days per month for inclement weather as reported by the United States Weather Bureau’s closest reporting station to the project site (**Russellville, Kentucky**). Historical data for all areas may be obtained from the U.S. Department of Commerce, National Climate Center, Federal Building.

8.3.6 Inclement weather shall be defined as hail, rain, sleet, snow, or any other forms of precipitation (greater than 0.10 inch) halting or prohibiting the Contractor’s ability to make meaningful progress on the project and effects the approved Project Construction Schedule. Once the construction has reached a point that the inclement weather does not affect the progress of construction, then no additional days shall be allowed for inclement weather. The Contractor shall make provisions to overcome the effects of inclement weather to maintain Project Construction Schedule.

- 8.3.7** The Contractor or subcontractor shall not be due any additional compensation for an extension of time granted to the Contractor for an extension of time due to delays caused by inclement weather. Contractor shall only be granted additional days only.
- 8.3.8** In the case that an extension of time is agreed on by both parties of the Contract, then the Contractor shall not be entitled to any additional compensation for extension of time granted. The Project Schedule shall be updated and approved to reflect the extension of time granted.

ARTICLE 11 INSURANCE AND BONDS

- 11.4 Performance and Payment Bond, **Modify** Subparagraph 11.4.1 as follows:

“11.4.1 Unless otherwise provided, when the Contract Sum exceeds **one hundred thousand dollars (\$100,000)** the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. A surety company authorized to do business in Kentucky shall execute bonds, and the cost thereof shall be included in the Contract Sum. Unless otherwise provided, the amount of each bond shall be equal to 100% of the Contract Sum plus Purchase Orders, or 100% of the Lump Sum Base Bid plus or minus accepted Alternates, whichever is greater.”

ADD ARTICLE 16 SPECIAL PROVISIONS

- **Add** in its entirety the following:
- “The Kentucky Fairness in Construction Act, KRS 371.400 to 371.990, applies to this construction contract, and where there is a conflict between the terms and conditions of these contract documents and the provisions of the Kentucky Fairness in Construction Act, the latter shall prevail.”
- “Within 10 days after award of contract, and as required by KRS 45A.343, Section (2)(a), each Contractor and all Subcontractors performing work under the contract shall, in writing to the Owner, reveal any final determination of a violation by the Contractor or Subcontractor within the previous 5 year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor. As required by KRS 45A.343, Section (2)(b). Contractors and Subcontractors performing work under the contract shall 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.”

END OF SECTION 00 73 00

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RUSSELLVILLE INDEPENDENT SCHOOLS
RHS CANOPY + ENTRANCE RENOVATION
RUSSELLVILLE, KENTUCKY

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