



PO Box 841393
 Dallas, TX 75284-1393
 Phone: 800-527-7510 Fax: 800-899-0149
 Visit us at www.bsnsports.com

Contact Your Rep
 Justin Lamb Email:jlamb@bsnsports.com | Phone:606-438-6592

Bill to
 1940884
 PAINTSVILLE HIGH SCHOOL
 25 2ND ST
 PAINTSVILLE KY 41240-1001
 USA

Ship To
 1940884
 PAINTSVILLE HIGH SCHOOL
 Jason Kinner - AD
 225 2ND ST
 PAINTSVILLE KY 41240-1001
 USA

Quote

Cart #: 11155087
 Purchase Order #: Wood Floor with Install
 Cart Name: Paintsville (Wood Floor P
 Quote Date: 01/12/2024
 Quote Valid-to: 05/01/2024
 Payment Terms: NT30
 Ship Via:
 Ordered By: Justin Lamb

Payer
 1940884
 PAINTSVILLE HIGH SCHOOL
 225 2ND ST
 PAINTSVILLE KY 41240-1001
 USA

Item Description	Qty	Unit Price	Total
Wood Flooring Project w/Install Item # - NSPHG	1 EA	\$ 132,174.70	\$ 132,174.70

Subtotal:	\$132,174.70
Other:	\$0.00
Freight:	\$3,583.61
Sales Tax:	\$0.00
Order Total:	\$135,758.31
Payment/Credit Applied:	\$0.00
Order Total:	\$135,758.31

Scope
 ,961 SF - Supply/Install 2nd and Better Maple Wood flooring; 60-amp
 raker with 3 phase power within 75' of gym must be provided
 by owner
 - Graphics package to include: 1-Basketball and 1-Volleyball with
 Painted Border, (2) Stained 3-Point Area, Painted Logo at
 Center Circle (up to 3 colors), Stained CC Kentucky Logo; 3-
 letter Wordmark Logos
 14 LF - Supply/Install Vented Cove Base
 BD - Supply/Install Transitions at Doorways (Does not include ADA
 Transitions/SafePath ramps)
 ,961 SF - Demo of Existing Wood Floor
 - Dumpsters

TANDARD EXCLUSIONS (list is not all inclusive):

- .#Demolition of any/all structures
- .#Surface Protection
- .#Electrical
- .#Excavation, Concrete or Landscaping work
- .#Grade level concrete flatwork
- .#Painting or amenity touch ups due to preexisting conditions
- .#Permit or plan review fees
- .#Liquidated damages
- .#Trash receptacles for construction debris
- 0.#Any Insurance other than that needed to perform work.
- 1.#Bonding
- 2.#Licenses
- 3.#Sales/use tax
- 4.#Prevailing/Union wages
- 5.#Any other items not listed in the scope of work is subject to
 additional mobilization and/or material charges.



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Quote	
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Payment Terms:	NT30
Ship Via:	
Ordered By:	Justin Lamb

Item Description	Qty	Unit Price	Total
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Customer Responsibilities (Unless noted in the scope of work):

- Must provide full name and direct contact phone number of a facility

Official responsible for making decisions regarding the equipment being professionally installed. If specific questions need to be answered, this official will be the point of contact during the project.

- Secure necessary permits, if required.
- Removal and disposal of existing equipment, if applicable.
- Customer is responsible to ensure the existing structure/building

adequate, including any necessary modifications, for the installation of the Equipment, including but not

limited to (i) obtaining certified engineer.

drawings to the extent required by law and (ii) providing BSN Sports, upon reasonable request,

IMPACT Flex

IMPACT Flex is a performance sports floor system that combines maple flooring with two layers of APA underlayment and resilient pads. IMPACT Flex is an economic, versatile athletic floor for court activities. This sports floor system is chosen for gymnasiums, field houses, multipurpose rooms, and dance floors.

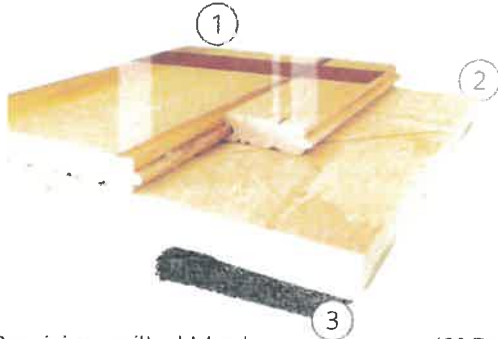


info@team-icon.com

PURPOSE.
PASSION.
PERFORMANCE

IMPACT Flex

IMPACT Flex incorporates precision engineered pads that integrates load bearing ability with enhanced athletic performance. IMPACT Flex can be specified for multipurpose rooms, competitive sports applications and dance/aerobics.



- 1. Precision-milled Maple.
- 2. Two layers of 15/32" (12mm) Exposure 1, APA Rated Sheathing
- 3. 3/8" Recycled Rubber Pad

WALL BASE



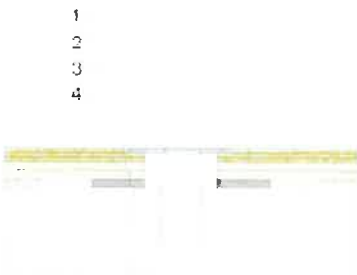
- 1. 3" x 4" (76mm x 101mm) Vent Cove Base
- 2. 1-1/2" (38mm) Min, Expansion Space
- 3. Plywood Subfloor Panels
- 4. 1/4" Closed Cell Foam
- 5. 25/32" (20mm) MFMA Maple Flooring
- 6. Vapor Retarder

THRESHOLD



- 1. 1/4" (6mm) Aluminum Threshold
- 2. 1/2" (38mm) Min, Expansion Space
- 3. Solid Blocking at Doorway
- 4. Plywood Subfloor Panels 25/32"
- 5. (20mm) MFMA Maple Flooring
- 6. 1/4" closed cell foam
- 7. Vapor Retarder

EQUIPMENT



- 1. Floor Plate
- 2. 1-1/2" (38mm) Expansion Space at all
- 3. Inserts & Electrical Penetrations
- 4. Concrete Floor Penetration Solid Blocking at Insert

Green Status and LEED Contributors

- FSC® Certified Maple - MR
- FSC® Certified Subfloor Components - MR
- Environmental Quality - EO
- Regional Materials - MR

Performance Pad: 3/8" Recycled Rubber Pad
Other pad options available

Slab Depression: 25/32" (20mm) flooring
-2 1/8" (54mm)

Profile Height: 2-1/8" (54mm)

Subfloor Construction: Plywood

System Type: Floating



First Grade



Second & Better



Third Grade

NORTHERN HARD MAPLE FINISHE

The amount of color and variations on the face of the wood determines the grade: First Grade, Second and Better or Third Grade. Second Grade is the most commonly specified flooring and allows for tight knots in the wood and provides natural variations. First Grade maple adheres to the strictest MFMA standards in color and appearance and is ideal for professional and televised sports.



info@team-icon.com

PURPOSE.
PASSION.
CONCRETE

SECTION 09 64 66
ARCHITECTURAL SPECIFICATIONS FOR INDOOR WOOD ATHLETIC
FLOORING

PART 1 – GENERAL

- 1.1 *SECTION INCLUDES*
- A. Supply and installation of MFMA Maple Wood Flooring System
 - B. Application of the game lines
 - C. References for the correct construction and preparation of concrete slabs to receive flooring.
- 1.2 *SUBMITTALS*
- A. Product Data:
Manufacturer's promotional brochures, specifications and installation instructions
 - B. Samples:
 - 1. Submit for selection and approval three (3) sets of brochures, samples or sample boards.
 - 2. Submit color samples of all the available game line paint colors for selection and approval.
 - C. Closeout Submittals:
 - 1. Submit three (3) copies of manufacturer's maintenance instructions.
 - 2. Submit three (3) copies of the material and installation warranties as specified.
- 1.3 *QUALITY ASSURANCE*
- A. Qualifications:
 - 1. The indoor surfacing shall have been actively marketed for a minimum of five (5) years.
 - 2. The MFMA Maple shall be produced by an FSC Certified Mill.
 - 3. The MFMA Maple shall be produced by a US manufacturer.
 - 4. The surfacing supplier shall be an established firm experienced in the field and appointed as a distributor by the manufacturer.
 - B. Certifications:
 - 1. Installer to submit manufacturer's or distributor's certification attesting that they are an approved installer.
 - C. Testing:
Tests shall be relative for athletic use with certificates from independent testing resources to be made available upon request. Test results shall be no more than 5 years old and performed according to ASTM and/or EN standard testing procedures.
- 1.4 *DELIVERY, STORAGE AND HANDLING*
- A. Delivery:
Material shall not be delivered until all related work is in place and finished and/or proper storage facilities and conditions can be provided and guaranteed stable according to ICON GROUP. recommendations.
 - B. Storage:

SECTION 09 64 66
ARCHITECTURAL SPECIFICATIONS FOR INDOOR WOOD ATHLETIC
FLOORING

Store the material in a secure, clean and dry location. A temperature range of 55° to 78° and a relative humidity of between 35% to 50% should be maintained.

1.5 *PROJECT/SITE CONDITIONS*

- A. It is the responsibility of the general contractor/construction manager to maintain project/site conditions acceptable for the installation.
- B. The area in which the surfacing will be installed shall be dry and weather tight. Permanent heat, light and ventilation shall be installed and operable. All other trades shall have completed their work prior to installation. All overhead work which includes the installation of mechanical work, lighting, backstops, scoreboards, etc., are installed. The general contractor or Construction Manager shall maintain a secure and clean working environment before, during and after the installation.
- C. An effective low-permeance vapor barrier is placed directly beneath the concrete subfloor. For "on" or "below grade" installations, it is recommended to provide a permanent vapor barrier resistant to long term hydrostatic pressure/moisture emissions. Protrusions should be sealed to prevent moisture migration into the slab. Moisture should not be allowed to enter the slab after the completed construction.
- D. Concrete substrate to be constructed and finished in accordance with MFMA recommendations. Slab's finish shall be no more than 1/8" deflection within a 10ft radius.
- E. Concrete subfloor must be clean and free of all foreign materials or objects.
- F. Concrete slab shall be fortified with continual steel reinforcement. Fiber reinforcement alone shall not be considered adequate fortification.

1.6 *WARRANTY*

- A. **Materials:**
The maple flooring shall be covered by the manufacturer against product defects for 1 year.
- B. **Installation:**
The installation shall be covered against poor workmanship and faulty installation by a one(1) year written, limited warranty provided by the contractor performing/overseeing the installation.

PART 2 - PRODUCTS

2.1 *MANUFACTURERS*

The basis of the design for the surfacing is IMPACT FLEX as supplied by ICON GROUP. All other installation accessories and related components must be either made or approved by the supplier. Other products may be approved as equal if deemed qualified and submitted in accordance with the General Conditions. Test reports confirming compliance from an

Section 09 64 66

SECTION 09 64 66
ARCHITECTURAL SPECIFICATIONS FOR INDOOR WOOD ATHLETIC
FLOORING

Independent Sports Laboratory must be provided along with samples, technical data, installation, maintenance, and warranty prior to acceptance as an alternative product.

2.2 MATERIALS
IMPACT FLEX System

1. Physical properties of the flooring system shall conform to the following minimums:

MFMA Maple Width	.....	2 ¼"
MFMA Maple Length	.....	Random
Maple Thickness	.....	25/32"
Total Thickness		2 1/8"
Subfloor Construction	.....	2 layers of 15/32" APA rated plywood minimum of 4 ply per panel
Force Reduction Shock Pad	.....	3/8" Recycled Shock Pad supplied by ICON GROUP other pad options available
MFMA Maple Grade	.....	2 nd or Better Northern Hard Maple
Vapor Barrier	.....	Minimum 6 mil-overlapped 6"-12" and taped
ASTM F2772 Classification	.....	Class 5

2. Game Line Paint:

As approved by the finish manufacturer. Colors are to be selected from the manufacturer's standard range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. It is the responsibility of the general contractor/construction manager to ensure that project/site conditions are acceptable for the installation.
- B. Verify that the area is dry and weather tight. Verify that permanent heat, light, and ventilation are installed and operable.
- C. Verify that all other work that could cause damage, dirt and dust, or interrupt the normal pace of the indoor resilient athletic flooring installation is completed.
- D. Verify that temperature and humidity are within tolerances.
- E. Verify that there are no foreign materials or objects on the subfloor and that the subfloor is clean and ready for installation.
- F. Document the results indicating the slab is within manufacturer's tolerances for slab deviations and moisture emissions.

3.2 PREPARATION OF SURFACES

- A. Sweep the concrete slab so as to remove all dirt and dust.
- B. Remove debris or other contaminants that may affect installation.

SECTION 09 64 66
ARCHITECTURAL SPECIFICATIONS FOR INDOOR WOOD ATHLETIC
FLOORING

3.3 ***INSTALLATION***

- A. The installation area shall be closed to all traffic and activity for a period to be set by the installer. The installation shall not begin until the installer is familiar with the existing conditions.
- B. All necessary precautions should be taken to minimize noise, smell, dust, the use of hazardous materials and any other items that may inconvenience others.
- C. Install in strict accordance with the manufacturer's written instructions.
- D. Paint game lines using approved game line paint in strict accordance with the game line paint manufacturer's instructions.
- E. Apply seal and finish coats according to manufacturer's instructions. Use only MFMA approved sealers and finishes.
- F. Install appropriate threshold plates or transition strips where necessary.
- G. Vented base is required. Install molded vented cove base along all vertical abutments. Pre-molded or field mitered outside corners are acceptable. Inside corners are to be field mitered. Corners and seams are to be installed flush with no gaps. Treat door casings or other vertical abutments not to receive vented cove according to manufacturer's recommendations.

3.4 ***CLEANING***

- A. Remove all unused materials, tools, and equipment and dispose of any debris properly.

3.5 ***PROTECTION***

If required, protect the indoor resilient athletic surfacing from damage using coverings approved by the manufacturer until acceptance of work by the customer or their authorized representative.

3.5 **RELATED STANDARDS AND GUIDELINES**

- A. ASTM F1869 "Standard Test Method for Measuring Moisture Evaporation Rate of Concrete Subfloor Using Anhydrous Calcium Chloride"
- B. ACI 302.2R-06 "Guideline for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials"
- C. MFMA – Maple Flooring Manufacturer's Association

END OF SECTION

- PROJECT MANUAL -

Paintsville Independent Schools
Middle and High School New Gymnasium Floor

Owner:

Paintsville Independent
Board of Education
220 Main Street
Paintsville, KY 41240

March 2024

Alt32 #2407

Architect:

alt32 Architecture
310 Old Vine Street, Suite 300
Lexington, KY 40507

PROJECT MANUAL

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004000	FORM OF PROPOSAL (KDE)
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004541	A310-2010 BID BOND
004542	A101-2007 STANDARD FORM OF AGREEMENT (STIPULATED SUM)
004544	PERFORMANCE BOND (SAMPLE)
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004547	KDE VERSION AIA A201-2007 GENERAL CONDITIONS
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024119	SELECTIVE DEMOLITION
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096421	ATHLETIC WOOD FLOORING_ROBBINS MVP

END OF SECTION

SECTION 000900 -INVITATION TO BID

Sealed proposals in duplicate, shall be received in the manner and on the date herein specified for the furnishing of the specified labor, materials, supplies, tools, and or services, indicated for the: Paintsville Independent Schools, Middle and Highschool Gymnasium Floor, 225 2nd Street, Paintsville, KY 41240, BG # TBD as set forth in these specifications and drawings prepared by alt32 Architecture, Lexington, KY.

BID SUBMITTAL

Contractors shall submit their bids to the:
Paintsville Independent Board of Education
220 Main Street
Paintsville, KY 41240

on or before 2 pm local time on **Wednesday, April 3rd** where they will be read publicly. A representative of each participating bidder shall be present at this bid opening. Late bids will be rejected.

Each proposal shall be submitted on forms obtained from these specifications. See Section 004000 for the Form of Proposal. Bids and the proposals shall be delivered to the board of education office and shall be enclosed in a sealed envelope with the following information on the outside:

Attention: David Gibson
Bid Proposal – Paintsville Independent Schools, Middle and Highschool Gymnasium Floor.

Along with the: Bidder's name, address, phone number, email address and fax number

Bids will be received from the contractors on a "lump sum" basis.

Plans and specifications may be obtained from Lynn Imaging Digital Plan Room,
<https://www.lynnimaging.com/digital-solutions/online-planroom/>

The owner reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the school can be served.

Kentucky Department of Education Version of AIA Document A701™ – 1997

Instructions to Bidders



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Instructions to Bidders

for the following PROJECT:

(Name and location or address)

Paintsville Independent Schools
Middle and High School Gymnasium
225 2nd St
Paintsville, KY 41240

THE OWNER:

(Name, legal status and address)

Paintsville Independent Schools
Board of Education
220 Main Street
Paintsville, KY 41240

THE ARCHITECT:

(Name, legal status and address)

alt32 PSC
310 Old Vine St Ste 300
Lexington, KY 40507



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- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
- 9 PUBLIC WORKS ACT [Reference: KRS 337.505 to 337.550]
- 10 TAXES
- 11 POST BID REVIEW AND MATERIAL SUBMITTAL
- 12 EQUAL EMPLOYMENT AND NONDISCRIMINATION
- 13 CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION [Reference KRS 45A.455]
- 14 KENTUCKY FAIRNESS IN CONSTRUCTION ACT OF 2007 [Reference KRS 371.400 to 371.425]
- 15 KENTUCKY PREFERENCE LAW [Reference KRS 45A.490 to 45A.494]

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201™, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Form of Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids. The Base Bid shall include all labor, material, bonds, and the cost of all direct purchase orders for material to be purchased by the Owner.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

1. The submission of a Bid will be construed as evidence that a site visit and examination of local conditions have been made. Later claims for labor, equipment, or materials required or difficulties encountered which could have been foreseen had such an examination been made will not be recognized.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Copies

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 (Not Used)

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Instructions to Bidders



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(Name, legal status and address)

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ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Copies

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 (Not Used)

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 Interpretation or Correction of Bidding Documents

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect and Construction Manager (if utilized) errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect and Construction Manager (if utilized) at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to all who are known by the Architect and Construction Manager (if utilized) to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the Form of Proposal shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids, neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Form of Proposal nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 Bid Security

§ 4.2.1 Each Bid greater than \$100,000 shall be accompanied by bid security in the form of a Bond provided by a Surety Company authorized to do business in the Commonwealth of Kentucky, or in the form of a certified check, and in an amount equal to at least five percent (5%) of the Base Bid amount, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payments of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 Submission of Bids

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids as indicated in the Advertisement or Invitation to Bid or any extensions thereof made by Addendum. Bids received after the closing time and date for receipt and opening of Bids will be rejected and returned to the Bidder unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud.

§ 5.2 Rejection of Bids

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 Acceptance of Bid (Award) [Reference: KRS 45A.365]

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

§ 6.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.1.2 In determining the qualifications and responsibilities of the Bidder, the Owner shall take into consideration the Bidder's skill, experience, facility, previous work standing, financial standing, capacity and ability to handle work in addition to that in progress, and quality and efficiency of construction plant and equipment proposed to be used on the project.

§ 6.2 (Not Used)

§ 6.3 Submittals

§ 6.3.1 Each Bidder shall submit as part of the Form of Proposal a list of subcontractors proposed for each major branch of work itemized and described in the specifications for the Project. The Bidder's listing of a subcontractor for a work category certifies that the subcontractor has in current employment, skilled staff and necessary equipment to complete that category. The Architect and Construction Manager (if utilized) 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 and Construction Manager's (if utilized) review indicate the bidder does not have skilled staff and equipment to complete the work category at the time the Bid was submitted.

- 1 Changing subcontractors from those listed with the Form of Proposal is prohibited unless the bidder provides grounds for such a change that are consistent with provisions of the Instructions to Bidders. Said change shall be accompanied by a written explanation from the Bidder as well as a written release from the listed subcontractor. All letters shall be on original company stationery with original signatures from an officer in the company legally approved to act for the company. An unjustifiable change of subcontractors may invalidate the Bid. Any change to a proposed person or entity shall be addressed as noted in Section 6.3.3 of these Instructions to Bidders

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.4 List of Materials, Suppliers, and Manufacturers

§ 6.4.1 Each Bidder shall submit a complete list of materials/equipment with supplier's and manufacturer's name in the form and manner indicated on the Form of Proposal and in compliance with materials and equipment specified.

§ 6.4.2 In addition to the list furnished with the Form of Proposal, the successful Bidder thereafter known as the Contractor, may be requested within thirty (30) calendar days after award of contract to furnish to the Architect and Construction Manager (if utilized) a more detailed and complete list of the materials and equipment, together with the manufacturer's or maker's name, brand and/or catalogue number, and product data or illustration thereof.

§ 6.4.3 Prior to the award of contract, the Architect and Construction Manager (if utilized) will make a preliminary check of the lists included with the Form of Proposal and advise the Bidder and the Owner of the acceptance thereof, and of such other actions as may be necessary in order to meet the requirements of the contract specifications. Should it develop that any of the materials or equipment named in the list do not meet the requirements of the project specifications, the Bidder shall be required to offer to the Owner other materials or equipment in compliance with the specifications at no change in contract price. Preliminary review and acceptance of the above list shall not relieve the Contractor of furnishing equipment and materials in accordance with the specifications.

§ 6.4.4 Written approval shall be obtained from the Architect regarding any material/equipment, supplier, and manufacturer substitution. Substitutions are permitted in the following instance:

- .1 Failure to comply with contract requirements;
- .2 Failure of the supplier or manufacturer to meet delivery schedules or other conditions of the contract;
- .3 Written release by the supplier or manufacturer.

§ 6.4.5 The Owner reserves the right to reject the bid of any Bidder who fails to furnish the information required under Sections 6.3 and 6.4.

§ 6.5 Unit Prices

§ 6.5.1 Each Bidder shall submit as part of the Bid a list of unit prices as designated on the Form of Proposal.

§ 6.5.2 Unit prices are for changing or adjusting the scope or quantity of work from that indicated by the contract drawings and specifications.

§ 6.5.3 Unit prices shall include all labor, materials, equipment, appliances, supplies, overhead and profit.

§ 6.5.4 Only a single unit price per item shall be given and it shall apply for either more or less work than indicated or specified in the contract documents. In the event the contract is adjusted by unit prices, a change order shall be issued for the change and for the increased or decreased amount.

§ 6.5.5 Unit prices listed by the Bidder and accepted by the Owner shall apply to all phases of work whether the work is performed by the Bidder or by the Bidder's (Contractor's) subcontractors.

§ 6.5.6 For unit prices that apply to a lump sum Base Bid, the Owner reserves the right, prior to an award of contract, to negotiate, adjust and/or reject any price that is determined by the Architect, Construction Manager, or Owner to be excessive or unreasonable in amount.

§ 6.5.7 On line item total sum bids where Bidders are quoting firm unit prices for estimated quantities of units of work, the unit price is the Bid and is not subject to change, either by the Bidder or Owner. The Owner reserves the right to correct mathematical errors in extensions and additions by the Bidder. The Owner's corrected bid sum total shall take preference over the Bidder's computed bid sum total.

§ 6.6 Bid Division, Material Suppliers, and Purchase Orders

§ 6.6.1 This Section applies to projects with or without Bid Division (Multiple Prime Contracts), and those Projects that provide for direct purchase by the Owner of materials and equipment from Material Suppliers.

§ 6.6.2 For Projects with Bid Division: General Construction and Concrete, Masonry, Plumbing, HVAC and Electrical Contractors shall provide with their Bid a breakdown of major material items (excluding sales tax). This breakdown shall include description of the item, name of the manufacturer, name of the supplier, and the amount of the supplier's quote. The Owner will issue Purchase Orders direct to the suppliers for these materials. The following shall be provided:

- .1 Within four (4) days from the Bid Date, the low Bidder shall furnish to the Owner the list of material suppliers of the items listed on the bid breakdown, with authorization given to the Contractor to quote the materials listed and that the Supplier will furnish the listed materials to the Owner under the Owner's standard Purchase Order for the amount stated on the Contractor's bid breakdown. Failure of any Contractor to provide this written list of material suppliers with authorization will cause forfeiture of the bid security.
- .2 The Contractor shall also guarantee to the Owner that materials listed in the breakdown to be purchased directly by the Owner shall comply with requirements of the Contract Documents and that the quantity of such material is sufficient to complete the Bid Division. The Performance and Payment Bonds required of the Contractor shall be in the combined amount of the materials designated in its bid to be acquired by Purchase Order by the Owner and all remaining items of cost in the respective Bid Division. Contractor shall provide an invoice from the supplier to the Owner with Contractor's Application for Payment.
- .3 Material Suppliers will be paid the full amount of their invoices. Retainage that would otherwise be withheld from invoices submitted by and paid to a material supplier shall be withheld from the approved payment request of the Contractor. Refer to General Conditions for further requirements regarding retainage.
 - a Lockers, Library, Kitchen, Shop, Technology, Science or other major equipment bid divisions shall provide with their Bid a breakout price for the material portions of the Bid (excluding sales tax). Award of contract will be based on the lump sum price of the accepted Bid that includes labor and materials. The Owner will issue a Purchase Order for the material and a contract for the labor and incidental materials. Retainage will be held on both the Purchase Order and the Contract in accordance with the General Conditions.
 - b The language of the Bid Divisions is designed to outline and define the work in general to be included in a particular Bid Division and to prevent overlapping and conflicting requirements within other Bid Divisions. No Bidder shall use the omission of any item from this language as a basis for a claim for additional cost when such item is specified or indicated to be part of a complete and workable system.
 - c It is the responsibility of the Bidder to determine which Bid Division or combination of Bid Divisions the Bidder desires to Bid.

§ 6.6.3 For Projects without Bid Division but with direct purchase by the Owner of materials and equipment from Material Suppliers, Contractors shall comply with paragraph 6.6.2 above as applicable to the Project. The Owner will issue Purchase Orders direct to the suppliers for these materials. Award of contract will be based on the lump sum price of the accepted bid that includes labor and materials. Retainage will be held on both the Purchase Orders and the Contract(s) in accordance with the General Conditions.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 Unless stipulated otherwise in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be executed by a surety company authorized to do business in Kentucky.

§ 7.1.2 The cost of such bonds shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312™-2010, Performance Bond and Payment Bond — KDE Version. Both bonds shall be written in the amount of the Contract Sum, being the total of the Base Bid, as described in Section 1.5 herein, and all Alternates accepted by the Owner.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to ~~affix~~ thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101™-2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version, except for those Projects utilizing a Construction Manager the Agreement will be written on AIA Document A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition — KDE Version. Owner-Contractor Agreements shall be valid only after written notice by the Kentucky Department of Education that the proposed Agreements are approved.

ARTICLE 9 PUBLIC WORKS ACT [Reference: KRS 337.505 to 337.550]

§ 9.1 Labor Regulations

§ 9.1.1 Work shall be performed in compliance with applicable provisions of the Kentucky Prevailing Wage Act on Public Works Projects, KRS 337.505 through KRS 337.550.

§ 9.1.2 Prevailing wage rates, included with the Bidding Documents, shall be paid on this Project if required under Section 10.1.1. The stipulated wage rates represent prevailing minimum wage rates of pay allowable and shall not be construed to mean that higher rates may not have to be paid in order to secure labor.

§ 9.1.3 Any Bidder and/or subcontract bidder in violation of any wage or work act provision (KRS 337.510 to KRS 337.550) and under citation by the Kentucky Department of Labor is prohibited by KRS 337.990 from bidding on or working on any and all public works contracts either in their name or in the name of any other company, firm, or other entity in which there is vested interest. No Bid shall be submitted by a prime Bidder or sub-bidder in violation of KRS Chapter 337. The responsibility of the qualifications of the sub-contract Bidder is solely that of the prime Bidder. The rejection of the subcontract Bidder and resubmittal of a qualified subcontract Bidder shall be addressed per the provisions of these Instructions to Bidders relating to subcontract Bidders (subcontractors) and materials.

§ 9.2 Davis-Bacon Act Provisions

Projects funded with Federal Funds shall comply with the Davis-Bacon Act (Subchapter IV of Chapter 31 of the Title 40 of the United States Code). Where the amount received from federal revenue sharing is less than 25 percent of the estimated total construction cost of a public school project, state law and not the federal applies to the wage rate and the prevailing wage scale to be used for the project (OAG 74-329). Refer to Supplementary Conditions for direction regarding application of federal rates, if included in the bidding documents, to this project. In the event both state and federal wage rates apply, the higher of the two rates shall be used to determine labor costs.

ARTICLE 10 TAXES

§ 10.1 Kentucky Sales and/or Use Tax [Reference KRS 139.495(1)]

Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax, unless provisions are clearly noted in the bidding documents for the direct purchase of certain materials and equipment by the Owner. Materials and equipment which are to be submitted for direct purchase are as noted by the Architect or Construction Manager in the Form of Proposal and shall be limited to forty (40) items with a minimum price of \$5,000 each. All other materials and equipment shall be included in the Contract Price and are subject to Kentucky Sales and/or Use Taxes. Current Sales and/or Use Tax shall be provided for and included in the bid amount as no adjustment will be permitted nor made after the receipt of bids.

§ 10.2 Federal Excise Tax

The Commonwealth of Kentucky and its political subdivisions are exempt from Federal Excise Tax.

ARTICLE 11 POST BID REVIEW AND MATERIAL SUBMITTAL

§ 11.1 Representative at Bid Opening

§ 11.1.1 Each prime Bidder shall have an authorized representative at the bid opening for submittal of the list of materials and equipment, and the post bid review which follows immediately after the opening and reading of bids.

§ 11.1.2 Following the opening of bids, the three (3) apparent low Bidders shall remain for a post-bid review, and shall submit a completed list of materials, equipment and suppliers within one (1) hour from the close of the reading of the bids. The list of materials and equipment shall be the listing contained in the Form of Proposal.

§ 11.1.3 The post bid review, open to all bidders, will be conducted jointly with representatives of the Architect and Construction Manager (if utilized), Owner, and apparent low Bidder. Preliminary review will be directed toward Bidder's qualifications, list of subcontractors, list of materials and equipment, and unit prices.

ARTICLE 12 EQUAL EMPLOYMENT AND NONDISCRIMINATION

The Commonwealth of Kentucky and its political subdivisions are committed to equal job opportunities on public contracts and prohibited from discrimination based on race, creed, color, sex, age, religion, or national origin.

ARTICLE 13 CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION

[Reference KRS 45A.455]

Conflict of Interest, Gratuities, Kickbacks, and Use of Confidential Information as described in KRS 45A.455 are expressly prohibited. Penalties for any violation under this statute are located in KRS 45A.990.

ARTICLE 14 KENTUCKY FAIRNESS IN CONSTRUCTION ACT OF 2007 [Reference KRS 371.400 to 371.425]

Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the Kentucky Fairness in Construction Act of 2007 as it relates to the right to litigate, the right to delay damages against the Owner, the right to file a mechanic's lien, prompt payment by Owners, amount of retainage that can be withheld and other provisions of the Act.

ARTICLE 15 KENTUCKY PREFERENCE LAW [Reference KRS 45A.490 to 45A.494]

§ 15.1 Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the reciprocal preference for Kentucky Preference for Resident Bidders law, KRS 45A.490 to KRS 45A.494. Reciprocal preference shall be given by public agencies to resident bidders.

§ 15.2 The Kentucky Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this Section shall be given.

§ 15.3 The reciprocal preference as described in KRS 45A.490 to KRS 45A.494 above shall be applied in accordance with Kentucky Administrative Regulation 200 KAR 5-400.

SECTION 001000 - SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions, "KDE VERSION - Instructions to Bidders" A701 - 1997 are a relative reference to this Section.

SUMMARY

This Section specifies modifications to "KDE VERSION - INSTRUCTIONS TO BIDDERS" A701-1997

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

The following supplements modify, change, delete from, or add to, the " KDE VERSION - INSTRUCTIONS TO BIDDERS ", AIA document A701-1997. Where any article of the Instruction to Bidders is modified, or any Paragraph, Subparagraph, or clause thereof is modified or deleted by these Supplemental Instructions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Article 9 – Public Works Act

Bidders shall delete:

Sections 9.1.1 & 9.1.2 from Article 9 in accordance with Kentucky H.B.3 which repeals Kentucky's Prevailing Wage Statutes. Signed into law January 7, 2017

END OF SECTION

PRODUCT COMPLIANCE FORM

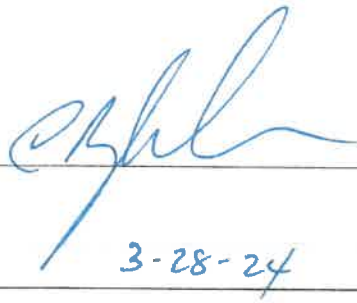
alt32 Architecture
310 OLD VINE STREET, SUITE 300
LEXINGTON, KENTUCKY 40507

I, CHRIS BLOOMFIELD being an authorized representative of
BSN SPORTS LLC

being duly authorized by the manufacturer of
BSN SPORTS LLC

do certify that the above named product complies in strict accordance with the Contract Documents for the construction of New Gym Floor as it relates to the referenced project and that the Architect and the Owner may rely on this certification, but is by no means bound to accept this product for inclusion in this project.

Signed: _____



CHRIS BLOOMFIELD
National Bid Director
bsnbid@bsnsports.com

Date: _____

3-28-24

BG No. _____

Date: 3-28-24

To: (Owner) Paintsville Independent Board of Education

Project Name: Paintsville Independent Middle and High School Gymnasium Floor

Bid Package No. Wood Floor

City, County: _____

Name of Contractor: BSN Sports

Mailing Address:

14460 Varsity Brands Way, Farmers Branch, TX 75244

Business Address:

408 N. Main Street, London KY 41741

Telephone: 606 233 9000

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum 1 (Insert the addendum numbers received or the word "none" if no addendum received.)

BASE BID: For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

\$135,758.31

Use Figures

One hundred & thirty five thousand & seven hundred & fifty eight dollars thirty one Dollars & _____ Cents

Use Words

Use Words


CHRIS BLOOMFIELD
National Bid Director
hsnbd@bsnsports.com



ADDENDUM NO.1

March 26, 2024

To: All Planholders

From: alt32 Architecture | Design
310 Old Vine Street, Suite 300
Lexington, KY 40507-1534

Re:

This addendum is two (1) Page of 8-1/2 x 11

The purpose of this addendum is to clarify further the requirements of the plans. The contractors are governed by the information in the addendum as if included in the plans. The addendum is part of the contract documents. The bidders shall acknowledge receipt of the addendum in their form of proposal.

- 1) The contractor shall disassemble the existing floor system and divide into 24"x24" square sections. The owner shall provide a map of the existing floor to be salvaged in a manner that each square will have a corresponding naming designation to its location. The contractor shall do the cutting and division. The salvaged 24"x24" floor shall be palletized by the contractor and will be processed further by the owner for community auction.
- 2) Determination of acclimation time shall be up to the discretion of the manufacturer and installer, provided they meet the warranty requirements in section 1.9 of 096420.
- 3) Determination of time acclimating before sanding shall be up to the discretion of the manufacturer and installer if they meet the warranty requirements in section 1.9 of 096420.
- 4) The contractor may use the option of shimming the new floor system or the option of providing sleepers.

End of addendum.

*We can not fulfill cutting
existing floor into 24"x24" squares.
4-3-24*

ALT32 Architecture | Design

310 Old Vine Street, Suite 300
Lexington, Kentucky 40507-1582
O 859.233.4804

alt32.com

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

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

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change (from the Base Bid)
Alt. Bid No. 1	Robbins MVP Floor System			<input type="checkbox"/>
Alt. Bid No. 2				<input type="checkbox"/>
Alt. Bid No. 3				<input type="checkbox"/>
Alt. Bid No. 4				<input type="checkbox"/>
Alt. Bid No. 5				<input type="checkbox"/>
Alt. Bid No. 6				<input type="checkbox"/>
Alt. Bid No. 7				<input type="checkbox"/>
Alt. Bid No. 8				<input type="checkbox"/>
Alt. Bid No. 9				<input type="checkbox"/>
Alt. Bid No. 10				<input 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.

Chris Bloomfield
 CHRIS BLOOMFIELD
 National Bid Director
 c.bloomfield@kbnbid.com

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.

	BRANCH OF WORK <small>(to be filled out by the Architect)</small>	SUBCONTRACTOR <small>(to be filled out by the contractor)</small>
1.	Floor install	BSN Sports
2.	Painting of floor	BSN Sports
3.	Demolition	BSN Sports
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the Contractor)
18.		
19.		
20.		
21.		
22.		
23.		
24.		
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31.		
32.		
33.		
34.		
35.		
36.		
37.		
38.		
39.		
40.		

CHRIS BLOOMFIELD
National Bid Director
hb@midwestsports.com

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 within one (1) hour of 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.	Wood floor system	BSN Sports	RFS Sports
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			


CHRIS BLOOMFIELD
National Dir. Director
hsnuid@bsnsports.com

	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY (to be filled out by the Architect or Contractor)	SUPPLIER (to be filled out by the Contractor)	MANUFACTURER (to be filled out by the Contractor)
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			
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40.			

UNIT PRICES:


Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

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

The bidder shall submit the list of unit prices within one (1) hour of the bid.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
1.	Indoor Wood Athletic Flooring	\$135,758.31	1
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			

CHRIS BLOOMFIELD
National Bid Director
hsnbid@esnsports.com



	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
20.			
21.			
22.			
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25.			
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DIRECT MATERIAL PURCHASES:

Indicate on the lines below those materials to be purchased directly by the Owner with a Purchase Order to be issued by the Owner to the individual suppliers. The value of the direct Purchase Order cannot be less than \$5,000. Following the approval of bids, the Contractor shall formalize this list by completing and submitting the electronic Purchase Order Summary Form provided by KDE. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

A maximum of 50 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.

The bidder shall submit the list of Purchase Orders within four (4) days of the bid.

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
1.	BSN SPORTS	Full Project	\$135,758.31
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.		CHRIS BLOOMFIELD National Bid Director bsn@bsnsports.com	
19.			

	SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	PURCHASE ORDER AMT. (to be filled out by the Contractor)
20.			
21.			
22.			
23.			
24.			
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38.			
39.			
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41.			
42.			
43.			
44.			

	SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	PURCHASE ORDER AMT. (to be filled out by the Contractor)
45.			
46.			
47.			
48.			
49.			
50.			

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR / BIDDER: BSN Sports / Al Holland - Justin Lamb

AUTHORIZED REPRESENTATIVE'S NAME:


Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed):

CHRIS BLOOMFIELD
National Bid Director
bsnbid@bsnsports.com

AUTHORIZED REPRESENTATIVE'S TITLE:

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.



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Paintsville Independent Schools
Board of Education
220 Main Street
Paintsville, KY 41240

BOND AMOUNT: \$**PROJECT:**

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

Paintsville Independent Schools
Middle and High School Gymnasium
225 2nd St
Paintsville, KY 41240

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

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.


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

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

init.

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 ^{28th} day of April, 2024

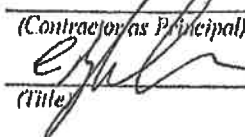


(Witness)

(Witness)

BSN Sports LLC

(Contractor as Principal) (Seal)



(Title) CHRIS BLOOMFIELD
National Bid Director
hsnbid@bsnsports.com

(Surety) (Seal)

(Title)

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 _____ day of _____
in the year _____
(In words, indicate day, month and year.)

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

Paintsville Independent Schools
Board of Education
220 Main Street
Paintsville, KY 41240

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

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

Paintsville Independent Schools
Middle and High School Gymnasium
225 2nd St
Paintsville, KY 41240



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

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

The Architect:
(Name, legal status, address and other information)

ALT32 PSC
310 Old Vine St. Suite 300
Lexington, KY 40507

The Owner and Contractor agree as follows.

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init.

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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



Init.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred and fifty (150) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)

Portion of Work

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

(\$ 450.00), 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

(\$ 35,758.31), 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	\$ 135,758.31
Sum of Accepted Alternates	\$ 0.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 135,758.31
Sum of Owner's direct Purchase Orders	\$ 135,758.31
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 135,758.31

CHRIS BLOOMFIELD
Director
enr.com

§ 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
	Total of Alternates	

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable. Either list unit prices here or refer to an exhibit attached to this Agreement.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

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

(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)

Item	Price
------	-------

CHRIS BLOOMFIELD
 National Board Director
 bsnbld@nbaa.org



Init.

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 Fifteenth (15th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (30) 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 percent (5 %). 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 percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007 — KDE Version.

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

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

Init.

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

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

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

§ 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.)

Init.

§ 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)

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

Allan Holland / Justin Lamb
408 N. Main Street
London, KY 41741

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:

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
----------	-------	------	-------

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

Section	Title	Date	Pages
---------	-------	------	-------

Init.

§ 9.1.5 The Drawings:

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

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

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

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

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

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

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

.2 Other documents, if any, listed below:

Init.

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(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.)

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)

(Printed name and title)



CONTRACTOR (Signature)

(Printed name and title)

CHRIS BLOOMFIELD
National Bid Director
bmbid@lscsports.com

Init.

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

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Paintsville Independent Schools
Board of Education
220 Main Street
Paintsville, KY 41240

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond. None See Section 16

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name
and Title:

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

CHINE BLOOMFIELD

National Ota Director Signature: _____

hmbid@bansports.com Name
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



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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 o 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



CHRIS BLOOMFIELD
National Bid Director
hsnuid@transports.com

Signature: _____
Name and Title:
Address

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

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

Paintsville Independent Schools
Board of Education
220 Main Street
Paintsville, KY 41240

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name
and Title:

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

Signature: _____
Name
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

CHRIS BLOOMFIELD
National Bid Director
bsnbid@bsnsports.com



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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 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 1.3) 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 1.3).

§ 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 1.3).

§ 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 contact 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 of 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

CHRIS BLOOMFIELD
National Bid Director
nambid@ensports.com

Signature:

Name and Title:

Address

SECTION 013000 – SCHEDULE

The contractor is contractually bound to complete all work by the completion date indicated.

Bid Opening	4/3/2024
Board to Sign Contract	4/24/2024
Contractor Allowed On-Site	6/4/2024
Substantial Completion	7/12/2024
Final Completion	8/5/2024

END OF SECTION

SECTION 096420 - ATHLETIC WOOD FLOORING – BASE BID

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes wood sports-floor assemblies. It also includes painting for select areas of the court (court striping, end zones and center court mascot.)

1.3 DESCRIPTION

- A. Replace the existing gym floor with new wood athletic floor system. Work also includes demolition of all existing wood floor system material. Special note: Contractor to disassemble 25% of existing floor in a manner that allows portions of the floor to be salvaged at community auction.
- B. Related work
 - 1. Wood sleepers are existing and are to be removed.
 - 2. Concrete Slab is existing. Slab shall be prepped appropriately after demo to receive new wood. This includes providing leveling compound in select areas to address low spots.
 - a. Concrete Slab Depression needed: a total of 2-7/8" (73mm) with 25/32" flooring.
 - b. Thresholds: Provide as needed.

1.4 REFERENCES

- A. MFMA- Maple Flooring Manufacturers Association
- B. FSC- Forest Stewardship Council
- C. DIN 18032 Part 2- Performance Test

- 1. Independent testing report shall be provided as part of the bid qualification process and submittal process if requested.

1.5 SUBMITTALS

- A. Specification and Drawings

1. Submit manufacturer's specification sheet.
- B. Concrete Guidelines
 1. Submit MPMA Recommendations for correct preparation, finishing and testing of concrete subfloor surfaces to receive wood flooring
 2. Submit Technical Services "Concrete Guide Specification" for further information regarding conditions and requirements of concrete prior to installation.
- C. Submit a pdf file, colored scaled drawing of the floor design. Drawing shall be created from, and indicate, all existing conditions that affect the design. Contractor to locate existing basketball goals and volleyball sleeves to remain, which will determine effectiveness of the shop drawings. Contractor shall visit the job site prior to submittal and measure all existing conditions. Drawing shall clearly note all deviations from the KHAA regulations for high school floors. Submit a color swatch of all paint colors to be used. Indicate locations on drawing. Obtain school mascot or graphic brands. Incorporate into the submittal. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for wood sports-floor assemblies.
- D. Shop Drawings: Show installation details including location and layout of each type of floor assembly and accessory. Include the following:
 1. Expansion provisions and trim details.
 2. Layout, colors, widths, and dimensions of game lines and markers.
 3. Locations of existing floor inserts for athletic equipment installed through flooring assembly.
 4. Location of centerline of existing basketball hoops.
 5. Sub floor reinforcement where telescoping bleachers come in contact with flooring assembly.
- E. Samples for Verification: For each type of sports-floor assembly and accessory required; approximately [12 inches square] and of same thickness and material indicated for the Work.
 1. Include sample sets showing the full range of normal color and texture variations expected in wood flooring.
 2. Include sample sets showing finishes and game-line paint and marker paint colors applied to wood flooring.
 3. **Contractor shall provide two physical samples of the wood floor with applied finish to the owner for review; one water-based, and one oil based. Actual selection of the finish will be made by the owner at time of submittal.**
- F. Qualification Data: For Installer. Installer must be approved by manufacturer providing wood flooring assembly.
- G. Maintenance Data: For wood sports-floor assemblies and finish systems to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer approved installer with a minimum of 10 years successful experience, who has completed wood sports-floor assembly installations similar in material,

2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide wood flooring system by one of the following:
1. Superior Floor Company, Inc.
 2. Connor Sports Flooring, Inc.
 3. Robbins Sports Surfaces, Inc.
 4. Horner Flooring Company, Inc.
 5. AAcer Sports Flooring
 6. Action Floor Systems

2.2 SUBFLOOR SYSTEM

- A. Plywood Underlayment: Shall be two (2)- 90 degree cross pattern layers of APA structural rated sheathing, C-D Plugged, exterior glue, tongue and groove, 1/2 inch thick. Subfloor panels shall be factory fabricated and machined for proper anchor placement and control of vibration and damping.
- B. Resilient Blanket or Pads: With air voids for resiliency and installed at manufacturer's standard spacing for product designation indicated above.
1. Design Basis: Robbins, Bio Pad or equal
 2. Material: EPDM
 3. Thickness: 7/16 inch minimum.
 4. Resilient layer and system design shall limit vibration to specified parameters listed under quality assurance section of specification.
- C. Anchoring
1. Panels shall be uniformly anchored throughout the floor area.
 2. Panel anchoring shall prevent over compression and differential compression of the resilient layer.
 3. Floor system shall be anchored via the resilient layer only, no hard connection to active system allowed.

2.3 WOOD FLOORING

- A. Strip Flooring: Northern hard maple (Acer Saccharum), kiln dried, edge grain, and square edge.
1. Grade: MFMA-RL Second and Better, and end-matched.
 2. Thickness: Not less than 25/32 inch.
 3. Profile: Tongue and groove
 4. Dimensions:
 - a. Width: 2-1/4 inch
 - b. Length: Random Length, 4'-0" min.

Contractor shall supply a floor system with a thickness to match needed height to fill existing slab depression.

5. Preservative Treatment: Clear, penetrating, water-repellent wood preservative that protects against mold, mildew, staining, and decay fungi; complying with MFMA's written recommendations and applied by immersion.

2.4 ACCESSORIES

- A. Vapor Retarder:
 1. ASTM D 4397, polyethylene sheet not less than 6 mils thick.
- B. Trowelable Leveling and Patching Compound:
 1. Latex-modified, hydraulic-cement-based formulation approved by sports-floor manufacturer.
- C. Fasteners:
 1. Flooring –
 - a. 1-3/4" (44mm) 15 gauge cleats or staples.
 2. Subfloor –
 - a. 1" length, 7/16" (11mm) crown, coated staples or equivalent.
 - b. Construction adhesive, PL400 or equivalent.
 - c. Channel anchors – 3/16" x 2" steel concrete anchor
- D. Adhesives:
 1. Manufacturer's standard for application indicated.
- E. Floor-Finish System: System of compatible components recommended in writing by flooring manufacturer and MFMA approved.
 1. Type: MFMA Group 3, Gymnasium Type (Surface) Finishes; Group 5, Water Based Finishes; polyurethane.
 2. Floor-Sealer Formulation: Pliable, penetrating type.
 3. Finish-Coat Formulation: Formulated for gloss finish and multicoat application.
 4. Game-Line and Marker Paint: Industrial enamel compatible with finish coats and recommended in writing by manufacturers of finish coats, and paint for this use.
- F. Paint:
 1. Contractor shall provide a durable epoxy paint system suitable for sports floor applications. See areas specified on drawings. This includes the court striping, the end zones, and the center court mascot. Dimension and measurements of court striping shall conform to the regulation court dimensions specified by the Kentucky High School Athletic Association.
 2. Paint(s) shall be recommended by the finishing materials manufacturer, and must be compatible with the finish.
- G. Resilient Wall Base:
 1. Molded, vented, rubber or vinyl cove base; 4 by 3 by 48 inches; with premolded outside corners.
 2. Color: black.

Paintsville In

INDEX OF DRAWINGS

NUMBER	SHEET NAME
00 - GENERAL	
G001	COVER SHEET
04 - ARCHITECTURAL	
AD101	EXISTING GYMNASIUM FLOOR PLAN WITH DEMOLITION NOTES
A101	GYMNASIUM FLOOR PLAN NEW WORK

GENERAL NOTES

CONTRACTOR SHALL:

