

MEMO

TO: Dr. Jesse Bacon, Superintendent *JB*

FROM: Danny Clemens, Director of Facilities

Date: July 29, 2024

RE: Life Safety Upgrades- Bid Packages Contract for Board Approval DC

Requested for approval is a contract with KES for Bid packages #1 and #2 of the Life Safety project. The Base Bid for Package #1 is \$2,145,000 and Package #2 \$435,000. This will be included with the Audio Enhancement package of \$3,390,837.99 with a total cost of \$5,970,837.99.

I recommend approval of this request.

Attachment 01_FA_BP1_Unit_Prices.pdf – Unit Prices

Attachment 02_FA_BP1_Allowances.pdf – 01 02 10 Allowances

Attachment 03_FA_BP1_Proj_Man_Index.pdf – Project Manual Index

Attachment 04_FA_BP1_Index.pdf – Drawing Index for Bid Pack 1 and 2

Attachment 05_FA_BP1_Bid_Form.pdf – KES Bid Form

Attachment 06 – KES Performance and Payment Bonds *(This will be forwarded to BCPS after award of Contract)*

Attachment 07_FA_BP2_Unit_Prices.pdf – Unit Prices

Attachment 08_FA_BP2_Proj_Man_Index.pdf – Project Manual Index

Attachment 9_FA_BP2_Bid_Form.pdf – KES Bid Form

Attachment 10- Audio Enhancement Package

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

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subcontractors to this document.

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

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1.	Data and Low Voltage Cabling	Delta Services

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 with the bid.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	Data Cable	Delta Services	Panduit/General Cable

UNIT PRICES:

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

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

The bidder shall submit the list of unit prices with the bid.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u>
1.	Supported data cable	\$2.70	LF

00 01 00 - Invitation to Bid

Instruction to Bidders - AIA A701

00 20 00 Supplemental Instructions to Bidders

Prohibition Form

KDE Form of Proposal

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General Conditions of the Contract for Construction – AIA A201

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Affidavit of Assurances

KDE Purchase Order Summary Example

FACPAC Purchase Order Form

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01 23 00 – Alternates

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01 34 00 – Shop Drawings, Product Data and Samples

01 75 25 – Cutting & Patching

01 78 00 – Project Record Documentation

01 79 00 – Demonstration and Training

ELECTRICAL INDEX

DIVISION 26 – Electrical

260500 – General Provisions	260500-1 thru 19
260501 – Scope of the Electrical Work.....	260501-1 thru 1
260502 – Shop Drawings, Literature, Manuals, Parts Lists, and Special Tools.....	260502-1 thru 3
260505 – Coordination among Trades, Systems Interfacing and Connection of Equipment Furnished by Others.....	260505-1 thru 2

DIVISION 27 – COMMUNICATION

270610 – Data/Voice System.....	270610-1 thru 9
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LIST OF DRAWINGS

See drawing cover sheet for list of drawings.

City, County:

Name of Contractor:

Kentuckiana Electrical Services

Mailing Address:

165 Saltwell Court, Shepherdsville, KYBusiness Address: 165 Saltwell Court, Shepherdsville, KYTelephone: (502)583-8003

Fax: _____

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 2 (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:

\$435,000

Use Figures

Four Hundred and Thirty Five Thousand

Use Words

Dollars &

Zero

Use Words

Cents

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
				<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.

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.

subcontractors to this document.

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

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the contractor)
1.	Data and Low Voltage Cabling	Delta Services

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 with the bid.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	Data Cable	Delta Services	Panduit/General Cable

UNIT PRICES:

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

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

The bidder shall submit the list of unit prices with the bid.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u>
1.	Supported data cable	\$2.70	LF

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.			

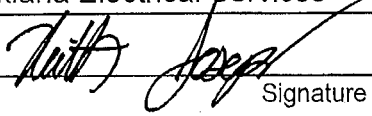
TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

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: Kentuckiana Electrical Services

AUTHORIZED REPRESENTATIVE'S NAME:  Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): Keith Joseph

AUTHORIZED REPRESENTATIVE'S TITLE: Vice President

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

This form shall not be modified.

Bids will be opened and read aloud via a Zoom Link provided by Bullitt County Public Schools to all Bidders. Bidder's will not be allowed to be physically present in the room where bids are read, however, a representative from each company must be present on site to answer Owner/Design Team Questions after the bids are opened. This representative must have a cell phone and access to the appropriate individuals to answer questions. The representative will be asked to join the Owner/Design Team in-person and a mask must be worn.

CONTACT INFORMATION

- 1 Representative's Name: Curtis Davis
- 2 Representative's Company: Kentuckiana Electrical Services
- 3 Representative's Cell Phone #: (502)548-2930
- 4 Representative's Email Address: curtis@keslou.com

certain KRS Chapters as listed in KRS 45A.343.

2.3.7 Compliance with KRS Chapter 45A

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

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

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

None

Kentuckiana Electrical Services

Company Name

Keith Joseph

Contractor or Subcontractor (Print Name)

7-16-2024

Date

Contractor or Subcontractor (Signature)

CONTRACTOR:

(Name, legal status and address)
 Kentuckiana Electrical Services, LLC
 165 Salt Well Court
 Shepherdsville, KY 40165

SURETY:

(Name, legal status and principal place
 of business)
 Ohio Casualty Insurance Company
 62 Maple Avenue
 Keene, NH 03431

OWNER:

(Name, legal status and address)
 Bullitt County Public Schools
 1040 Hwy 44 East
 Shepherdsville, KY 40165

BOND AMOUNT: \$ Five percent of the amount bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)
 Fire Alarm and Intercom Replacement Infrastructure BP 2
 Technology

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.

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.

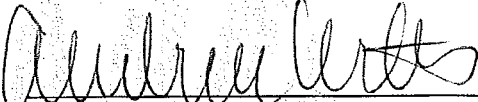
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

Int.



(Witness)



(Witness) Andrea Cortes

Kentuckiana Electrical Services, LLC

(Contractor as Principal)

(Seal)



(Title)

Ohio Casualty Insurance Company

(Surety)

(Seal)



(Title) Andrew G. Windhorst, Jr., Attorney-In-Fact

Init.

all of the city of Louisville state of KY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of January, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of July, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

3.	Red fire alarm cabling installed (conduit not included)	\$4.95	LF
4.	#12 AWG conductor installed	\$3.00	LF
5.	Fire Alarm Ceiling Audio/Visual device installed	\$175	EA
6.	Fire Alarm Smoke Detector Installed	\$200	EA
7.	Fire Alarm Heat Detector Installed	\$195	EA
8.	Fire Alarm Duct Detector Installed	\$825	EA
9.	Fire Alarm Manual pulls station with stopper II	\$305	EA
10.			

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.			
2.			
3.			
4.			
5.			

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

1.01**RELATED DOCUMENTS**

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

1.02**DESCRIPTION**

- A. Related requirements specified elsewhere include, but not limited to:
1. General Conditions, Article 3.8, Allowances
 2. Division 01 Section "Measurement and Payment"
 3. Division 01 Section "Submittals"
 4. Division 04 Section "Unit Masonry Assemblies"
- B. Designate in Schedule of Values separate item for cost allowances of the Work.
- C. Designate in Construction Schedule for delivery dates of Products.

1.03**SCHEDULE OF ALLOWANCES**

- A. Purchase product / material under allowance only as directed by Architect / Engineer.
- B. Include the following amounts in Base Bid for inclusion in Contract Sum.
1. Additional Fire Alarm Devices and installation: Allow \$60,000 for additional fire alarm scope required per unforeseen circumstances.
- C. Amount of allowance includes:
1. Net cost of product.
 2. Delivery to the Project Site.
 3. All applicable taxes.
- D. Unless otherwise noted, include in the Allowance amount the Contractors cost for the following:
1. Handling at Project Site, including unloading, uncrating and storage.
 2. Protection from elements from damage, including any packaging.
 3. Labor, installation and finishing.
 4. Other expenses (i.e. testing, adjusting and balancing) required to complete installation.
 5. Overhead and profit.

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

1.05 INSTALLATION

- A. Comply with referenced Specification Section requirements.

1.06 ADJUSTMENT OF CASH ALLOWANCE

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

PART 2 PRODUCTS (not applicable)

PART 3 EXECUTION (not applicable)

END OF SECTION 01 02 10

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260553 – Identifications	260553-1 thru 3
262726 – Wiring Devices & Plates	262726-1 thru 5

DIVISION 27 – COMMUNICATION

270600 – Data/Voice Rough-in	270610-1 thru 1
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DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

283100 – Fire Alarm System Voice Evac	283100-1 thru 17
283101 – Fire Alarm System Conventional	283101-1 thru 17

LIST OF DRAWINGS

See drawing cover sheet for list of drawings.

E2.2B - CROSSROADS 2ND FLOOR - DEMO
E2.3A - EASTSIDE MIDDLE 1ST FLOOR - DEMO
E2.3B - EASTSIDE MIDDLE 2ND FLOOR - DEMO
E2.3C - EASTSIDE MIDDLE PLATFORM - DEMO
E2.4A - FREEDOM ELEMENTARY FIRST FLOOR - DEMO
E2.4B - FREEDOM ELEMENTARY 2ND FLOOR - DEMO
E2.4C - FREEDOM ELEMENTARY MEZZ. - DEMO
E2.5 - LEBANON JUNCTION - DEMO
E2.6A - MOUNT WASHINGTON FIRST FLOOR - DEMO
E2.6B - MOUNT WASHINGTON 2ND FLOOR - DEMO
E2.6C - MOUNT WASHINGTON 3RD FLOOR - DEMO
E2.7A - OVERDALE ELEMENTARY FIRST FLOOR - DEMO
E2.7B - OVERDALE 2ND FLOOR - DEMO
E2.7C - OVERDALE ELEMENTARY MEZZ. - DEMO
E2.8A - PLEASANT GROVE - DEMO
E2.8B - PLEASANT GROVE MEZZ. - DEMO
E2.9A - ROBY ELEMENTARY FIRST FLOOR - DEMO
E2.9B - ROBY ELEMENTARY 2ND FLOOR - DEMO
E2.10A - SHEPHERDSVILLE - DEMO
E2.10B - SHEPHERDSVILLE 2ND FLOOR - DEMO
E2.10C - SHEPHERDSVILLE MEZZ. - DEMO
E2.11A - ZONETON MIDDLE FIRST FLOOR - DEMO
E2.11B - ZONETON MIDDLE 2ND FLOOR - DEMO
E2.11C - ZONETON MIDDLE MEZZ. - DEMO
E2.12 - FOOD SERVICE - DEMO
E2.13 - BUILDING #2 - DEMO
E2.14 - THOMPSON BUILDING - DEMO
E2.15A - TRANSPORTATION - DEMO
E2.15B - TRANSPORTATION MEZZ. - DEMO
E2.16A - MAINTENANCE BUILDING - DEMO
E2.16B - MAINTENANCE BUILDING PLATFORM - DEMO
E2.17A - CENTRAL OFFICE LOWER LEVEL - DEMO
E2.17B - CENTRAL OFFICE FIRST FLOOR - DEMO
E2.17C - CENTRAL OFFICE 2ND FLOOR - DEMO

E3.3A - EASTSIDE MIDDLE - ELECTRICAL
E3.3B - EASTSIDE MIDDLE 2ND FLOOR - ELECTRICAL
E3.3C - EASTSIDE MIDDLE MEZZ. - ELECTRICAL
E3.4A - FREEDOM ELEMENTARY - ELECTRICAL
E3.4B - FREEDOM ELEMENTARY 2ND FLOOR - ELECTRICAL
E3.4C - FREEDOM ELEMENTARY MEZZ. - ELECTRICAL
E3.5 - LEBANON JUNCTION - ELECTRICAL
E3.6A - MOUNT WASHINGTON - ELECTRICAL
E3.6B - MOUNT WASHINGTON 2ND FLOOR - ELECTRICAL
E3.6C - MOUNT WASHINGTON 3RD FLOOR - ELECTRICAL
E3.7A - OVERDALE ELEMENTARY - ELECTRICAL
E3.7B - OVERDALE 2ND FLOOR - ELECTRICAL
E3.7C - OVERDALE MEZZ. - ELECTRICAL
E3.8A - PLEASANT GROVE - ELECTRICAL
E3.8B - PLEASANT GROVE MEZZ. - ELECTRICAL
E3.9A - ROBY ELEMENTARY - ELECTRICAL
E3.9B - ROBY ELEMENTARY 2ND FLOOR - ELECTRICAL
E3.10A - SHEPHERDSVILLE ELEMENTARY - ELECTRICAL
E3.10B - SHEPHERDSVILLE 2ND FLOOR - ELECTRICAL
E3.10C - SHEPHERDSVILLE MEZZ. - ELECTRICAL
E3.11A - ZONETON MIDDLE - ELECTRICAL
E3.11B - ZONETON MIDDLE 2ND FLOOR - ELECTRICAL
E3.11C - ZONETON MIDDLE MEZZ. - ELECTRICAL
E3.12 - FOOD SERVICE - ELECTRICAL
E3.13 - BUILDING #2 - ELECTRICAL
E3.14 - THOMPSON BUILDING - ELECTRICAL
E3.15A - TRANSPORTATION - ELECTRICAL
E3.15B - TRANSPORTATION MEZZ. - ELECTRICAL
E3.16A - MAINTENANCE BUILDING - ELECTRICAL
E3.16B - MAINTENANCE 2ND FLOOR - ELECTRICAL
E3.17A - CENTRAL OFFICE LOWER LEVEL - ELECTRICAL
E3.17B - CENTRAL OFFICE - ELECTRICAL
E3.17C - CENTRAL OFFICE 2ND FLOOR - ELECTRICAL
E4.0 - FIRE ALARM RISER - VOICE EVACUATION
E4.1 - CONVENTIONAL FIRE ALARM RISER/DETAILS

City, County:

Name of Contractor:

Kentuckiana Electrical Services

Mailing Address:

165 Saltwell Court Shepherdsville, Ky 40229Business Address: 165 Saltwell Court Shepherdsville, Ky 40229Telephone: (502)583-8003

Fax: _____

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 2 (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:

\$2,145,000.00

Use Figures

Two Million One Hundred and Forty Five Thousand Dollars & Zero Cents
Use Words Use Words

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

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

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	-(Deduct from the Base Bid)	No Cost Change from the Base Bid
No.1	Fire Alarm System		\$6,600	<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.

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.

subcontractors to this document.

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

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the contractor)
1.	Electrical	Kentuckiana Electrical Services
2.	Fire Alarm	Delta Services

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 with the bid.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	Fire Alarm	Delta Services	Edwards/EST

UNIT PRICES:

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

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

The bidder shall submit the list of unit prices with the bid.

3.	Red fire alarm cabling installed (conduit not included)	\$4.95	LF
4.	#12 AWG conductor installed	\$3.00	LF
5.	Fire Alarm Ceiling Audio/Visual device installed	\$175	EA
6.	Fire Alarm Smoke Detector Installed	\$200	EA
7.	Fire Alarm Heat Detector Installed	\$195	EA
8.	Fire Alarm Duct Detector Installed	\$825	EA
9.	Fire Alarm Manual pulls station with stopper II	\$305	EA
10.			

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.			
2.			
3.			
4.			
5.			

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:

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: Kentuckiana Electrical Services

AUTHORIZED REPRESENTATIVE'S NAME: 
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): Keith Joseph

AUTHORIZED REPRESENTATIVE'S TITLE: Vice President

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

This form shall not be modified.

WORK	PRICE
1 Electrical	\$ <u>1,609,000</u>
2 Fire Alarm	\$ <u>536,000</u>
BASE BID GRAND TOTAL: (must equal Base Bid)	\$ <u>2,145,000</u>

Bids will be opened and read aloud via a Zoom Link provided by Bullitt County Public Schools to all Bidders. Bidder's will not be allowed to be physically present in the room where bids are read, however, a representative from each company must be present on site to answer Owner/Design Team Questions after the bids are opened. This representative must have a cell phone and access to the appropriate individuals to answer questions. The representative will be asked to join the Owner/Design Team in-person and a mask must be worn.

CONTACT INFORMATION

- 1 Representative's Name: Curtis Davis
- 2 Representative's Company: Kentuckiana Electrical Services
- 3 Representative's Cell Phone #: (502)548-2930
- 4 Representative's Email Address: curtis@keslou.com

2.3.7 Compliance with KRS Chapter 45A

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

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

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

None

Kentuckiana Electrical Services

Company Name

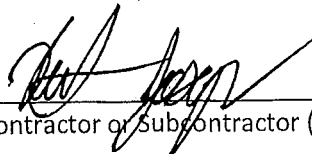
7/16/2024

Date

Keith Joseph

Contractor or Subcontractor (Print Name)

Contractor or Subcontractor (Signature)



CONTRACTOR:

(Name, legal status and address)
Kentuckiana Electrical Services, LLC
165 Salt Well Court
Shepherdsville, KY 40165

SURETY:

(Name, legal status and principal place
of business)
Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

OWNER:

(Name, legal status and address)
Bullitt County Public Schools
1040 Hwy 44 East
Shepherdsville, KY 40165

BOND AMOUNT: \$ Five percent of the amount bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)
Fire Alarm and Intercom Replacement Infrastructure BP 1
General Construction

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.

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.



(Witness)



(Witness) Andrea Cortes

Kentuckiana Electrical Services, LLC

(Contractor as Principal)

(Seal)



(Title)

Ohio Casualty Insurance Company

(Surety)

(Seal)



(Title) Andrew G. Windhorst, Jr., Attorney-In-Fact

Int.

all of the city of Louisville state of KY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of January, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: *David M. Carey*

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 27th day of January, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of July, 2024.



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

AGREEMENT made as of the twenty-ninth day of July
in the year twenty, twenty-four
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, Kentucky

and the Contractor:

(Name, legal status, address and other information)

KES
P.O. BOX 19889
Louisville, KY 40259

for the following Project:

(Name, location and detailed description)

Bid Package #1: General Construction
Fire Alarm and Intercom Replacement Infrastructure
11450 KY-44
Mt. Washington, Kentucky

Various Facility Fire Alarm and Infrastructure Upgrades
Refer to drawings and specifications.

The Architect:

(Name, legal status, address and other information)

CMTA Inc.
10411 Meeting St.
Prospect, KY 40059

The Owner and Contractor agree as follows.



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

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

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.

, 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

(\$ 1,000), 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

(\$ 2,138,400.00), subject to additions and deductions as provided in the Contract Documents.

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

	Amount
Base Bid	\$2,145,000.00
Sum of Accepted Alternates	\$ deduct 6,600.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 2,138,400.00
Sum of Owner's direct Purchase Orders	\$
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 2,138,400.00

Init.

Number	Item Description	Amount
1	Utilize preferred fire alarm system Edwards ETS	deduct \$6,600.00
	Total of Alternates	deduct \$6,600.00

§ 4.3 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
1. Recessed 2G backbox and ¾" or 1" EMT stub-out above 10'-8" accessible ceiling.	1. EA	1. \$140.00
2. ¾" EMT conduit installed (Plain or Factory Colored).	2. LF	2. \$8.00
3. Red fire alarm cabling installed (conduit not included)	3. LF	3. \$4.95
4. #12 AWG conductor installed	4. LF	4. \$3.00
5. Fire Alarm Ceiling Audio/Visual device installed	5. EA	5. \$175
6. Fire Alarm Smoke Detector Installed	6. EA	6. \$200
7. Fire Alarm Heat Detector Installed	7. EA	7. \$195
8. Fire Alarm Duct Detector Installed	8. EA	8. \$825
9. Fire Alarm Manual pulls station with stopper II	9. EA	9. \$305

§ 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
Additional Fire Alarm Devices and Installation: For additional fire alarm scope required per unforeseen circumstances.	\$60,000.00

Init.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **FIRST** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the **SAME** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **THIRTY** (**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 **TEN** percent (**10** %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction — KDE Version;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **TEN** percent (**10** %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007 — KDE Version.

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

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

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.)

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)

Keith Joseph
KES
P.O. Box 19889
Louisville, KY 40259

Init.

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
00 60 00	Terms of the Agreement Between Owner and Contractor		
00 70 00	Supplementary General Conditions		

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

Specifications as provided in bid documents

Section	Title	Date	Pages
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§ 9.1.6 The Addenda, if any:

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

Number	Date	Pages
1	June 28, 2024	8
2	July 10, 2024	4

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 E201TM-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following

.2 Other documents, if any, listed below:

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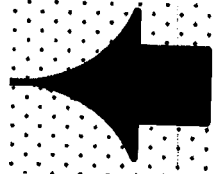
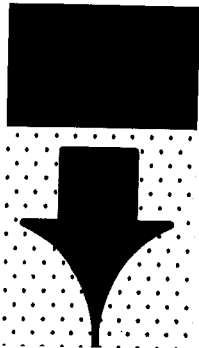
ARTICLE 10 INSURANCE AND BONDS

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)
Keith Joseph Vice President

(Printed name and title)

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Owner and Contractor". Where any Article of the Agreement Between Owner and Contractor is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Instructions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Add the following:

ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Paragraph 3.1, add after the first paragraph:

The Date of Commencement of the Work shall be the date of the "Notice to Proceed" issued by the Owner.

Paragraph 3.3, replace the first sentence with the following:

The Contractor shall achieve Substantial Completion of the Work as follows:

- .1 **1 June 2025.** Punch inspection establishing Substantial Completion is performed and achievement of Substantial Completion agreed by Owner and Architect. Facility has Certificate of Occupancy and is suitable for school district to move in furnishings and equipment and occupy.

Paragraph 3.3, insert the following in the second paragraph:

Liquidated Damages: (\$1,000.00 per calendar day)

Paragraph 3.3, insert the following:

- .1 Refer to Division 01 Sections "Summary of Work" and "Contract Closeout" for description of penalties that will be applied (\$1,000.00 per calendar day) for work not completed within time frames described.

ARTICLE 5 - PAYMENTS

Paragraph 5.1.3, add the following in parenthesis:

Provided that an Application for Payment is received by the Architect not later than the (First) day of the month, the Owner shall make payment of the certified amount to the Contractor not later than the (Fifteenth) day of the (Same) month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (Forty-Five) days after the Architect received the Application for Payment.

Paragraph 5.1.4, insert the following:

- .1 Each portion of the Work as listed in Schedule of Values must be broken down into material and labor. Complete markup including overhead and profit shall be included in labor cost. Material amounts as listed in Schedule of Values shall be listed as accurately as possible.

Paragraph 5.1.8, insert the following:

.1... less retainage of ten percent (10%)

.2 ...less retainage of ten percent (10%)

Paragraph 5.1.8, replace with the following:

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

The Owner shall retain ten percent (10%) from each Application for Payment until installed Work reaches fifty Percent (50%) completion. Then, provided the Work is on schedule and satisfactory, upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum. No part of the five percent (5%) retainage shall be paid until the last Punch List is completed and no other work is required.

ARTICLE 6 - DISPUTE RESOLUTION

Paragraph 6.2, refer to the following section:

6.2 [X] Litigation in a court of competent jurisdiction in Bullitt Co., Kentucky.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

Paragraph 8.3, replace with the following:

The Owner's representative:

Danny Clemmons, Construction Manager
Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, KY 40165
(502) 921-3659

The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
1.	Section 00 70 00 Supplementary Conditions to Owner- Contractor Agreement	July 19, 2024	3

Paragraph 9.1.7.2, add the following:

- .2 D. Invitation to Bid
- E. Supplemental Instructions to Bidders (00 20 00).

END OF SECTION 00 60 00

- A. The following supplements modify, change, delete from or add to the "General Conditions". Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.
- B. These "Supplementary General Conditions" and Specifications may in some cases be of the abbreviated or "streamlined" type and include incomplete sentences. Omissions of words or phrases such as "the Contractor shall", "in conformity therewith", "shall be", "as noted on the Drawings", "according to the plans", "a", "the", and "all" are intentional. Omitted words and phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings. Words "shall be" or "shall" will be supplied by inference where colon (:) is used within sentences or phrases.
- C. The contractor shall provide all items, articles, materials, operations, or methods listed, mentioned, or scheduled on the Drawings and/or herein, including all labor, materials, equipment, and incidentals necessary and required for their completion.
- D. References to known standard specifications shall mean the latest edition of such specifications adopted and published at date of invitation to submit proposals unless noted otherwise.
- E. Reference to technical society, organization or body is made in Specifications in accordance with following abbreviations:

AIA	American Institute of Architects
AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWSC	American Welding Society Code
CSI	Construction Specifications Institute
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NEC	National Electric Code
UL	Underwriters' Laboratories, Inc.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

Add the following to the end of paragraph 1.1.1:

The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work and agrees to include Work, whether or not shown or described, which reasonably

1.1.9 Miscellaneous Definitions

- .1 The term "product" as used herein includes materials, systems and equipment.
- .2 The term "supplier" as used herein, includes a firm or organization furnishing or delivering products directly to the job site, and because of such direct delivery, could be construed under the lien laws of the State in which the Work is being performed as having lien rights against the funds due the Contractor. Suppliers of material and equipment, delivering to Contractor or Subcontractor on an open account basis and not having lien rights on the Work, will not be considered suppliers within the meaning of the Contract Documents.
- .3 A bidder selected to enter into a Contract with the Owner for Work included under the bidder's proposal is termed an "Awardee," until such time as he is awarded a Contract and becomes the Contractor.
- .4 Where "request", "approval", "satisfactory", and similar words appear, it is the request, approval, or satisfaction of the Architect/Engineer that is intended.
- .5 Where "complete" is used, it shall mean, "complete with connections, supports, attachments, and incidental items necessary for a finished and properly operating assembly or installation." Completed work does not include materials stored on-site.
- .6 Where "drawing" is used, it shall mean plans and detail drawings, both large and small scale, furnished by the Architect/Engineer for the purpose of showing the Work to be done.
- .7 The term "furnish" – to supply (only) to another party for their use of installation, including cost of delivery and unloading to job site.
- .8 The term "install" – to distribute, uncrate, assemble, and fix into the intended final positions, the installer to provide all miscellaneous hardware and supplies required to anchor and support securely, clean up, and dispose of rubbish.
- .9 The term "connect" – to bring service(s) to point of installation and make final connections of the service(s) to the installed equipment, and provide miscellaneous auxiliary appurtenances necessary to make operable for its intended use.
- .10 The term "provide" – to furnish, install, and connect complete.

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following sub-paragraphs to paragraph 3.2.1:

- 3.2.1.1 By execution of this Contract, the Contractor warrants that they have visited the site of the proposed work, and are fully acquainted with the conditions as they relate to the construction of

are familiar with the Drawings, Specifications and all other documents comprising the Contract.

- 3.2.1.3 By execution of this Contract, the Contractor warrants that it is their responsibility, during the bidding process, to visit the site and acquaint themselves with the existing conditions. Failure on the Contractor's part to visit the site during their review / examination of forms, instruments or documents in no way relieves them from this responsibility. The Contractor agrees that the Owner shall be justified in rejecting any claim based on facts regarding existing conditions of which they should have been aware.
- 3.2.1.4 Before ordering material or performing any work, the Contractor shall verify all measurements at the work site. Any difference between the dimensions on the Drawings and actual measurements shall be brought to the Architect's attention for their consideration, before work may proceed. No extra compensation will be allowed because of difference between actual measurements and dimensions indicated on the Drawings. The Contractor shall assume full responsibility for accuracy of measurements obtained at the Work Site.
- 3.2.1.5 Dimensions which are lacking shall be obtained from the Architect. In no case shall Drawings be scaled.

Add the following paragraph:

- 3.2.5 Plans and Specifications for this Project show or specify various structural, architectural, mechanical and electrical entities, diagrams and devices for each item. The mention of acceptable manufacturer does not necessarily imply that their particular "standard" product meets all of the requirements of any detail or specification. Therefore, the cost of deviations, extensions or adjustments required for the low Bidder's product must be included in the Prime/General Contractor's bid. No additional cost will be considered.

3.4 LABOR AND MATERIALS

Add the following paragraph:

- 3.4.4 Where the salvage of materials is indicated on the Drawings and Specifications, all such materials shall be carefully removed and stored as directed by the Owner or Architect.

3.5 WARRANTY

Add the following paragraph:

- 3.5.1 The Contractor shall provide all warranties as required by the Project Manual.

3.7 PERMITS, FEES AND NOTICES

Add the following paragraphs:

3.7.7 All Contractors and Subcontractors must be qualified, and meet all requirements provided and/or required under any local and/or state statute, code, ordinances, or rule, governing the performance of the type of work for which they submit a bid, and they must be able to submit proof thereof upon request.

3.9 SUPERINTENDENT

Add the following to the end of paragraph 3.9.1:

The Superintendent shall be satisfactory to the Owner, and the Owner shall have the right to require the Contractor to remove a Superintendent from the Project whose performance is not satisfactory to the Owner, and to replace the Superintendent with a Superintendent who is satisfactory to the Owner. The Contractor shall not replace the Superintendent without the consent of the Owner, except with another Superintendent who is satisfactory to the Owner.

ARTICLE 5 - SUBCONTRACTORS

5.3 SUBCONTRACTUAL RELATIONS

Add the following paragraph:

5.3.1 All subcontractors shall familiarize themselves with all conditions relating to this Contract since the terms set forth in the General Conditions bind all subcontractors to the Contract.

ARTICLE 7 - CHANGES IN WORK

7.2 CHANGE ORDERS

Add the following to paragraph 7.2.1:

- .4 The Contractor's proposals for work to be covered by Change Order shall contain a detailed breakdown of all costs. The Contractor shall provide Architect with a cost breakdown of the lump sum, showing trades involved and their portion of the total cost. Provide material, labor, overhead and profit breakdowns for each category as required by Architect.
- .5 The Contractor shall be paid the net cost of said work, plus profit and overhead. The 15% maximum profit and overhead mark-up allowed by the Kentucky Department of Education shall be divided between the Prime/General Contractor and their subcontractors as mutually agreed among themselves. Bond and insurance costs are not allowed profit and overhead mark-up.
- .6 The following shall be covered by Overhead and Profit Mark-Up:

Office Personnel	Site Investigation Time	Truck Expense
Field Supervision	Shop Drawing Time	Small Tools
Estimating Time		

Paragraph 7.3.9, replace the first sentence with the following:

Changes in the work may not be included on the Application for Payment until a Change Order has been executed by all parties.

ARTICLE 8 - TIME

8.2 PROGRESS AND COMPLETION

Add the following paragraphs:

- 8.2.4 Should the Contractor fail to complete the Work under this Contract on or before the date stipulated for Substantial Completion, or such later date as may result from extensions in the Contract time granted by the Owner, they agree that the Owner is entitled to, and shall pay the Owner as Liquidated Damages, the sum of \$1,000.00 for each consecutive calendar day until such time as Substantial Completion is provided and accepted by the Owner.
- 8.2.5 Should the Contractor fail to "Final Complete" the Project on or before the date stipulated for Final Completion, they agree that the Owner is entitled to, and shall pay the Owner as Liquidated Damages, the sum of \$1,000.00 for each consecutive calendar day until such time as Substantial Completion is provided and accepted by the Owner.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Add the following sub-paragraphs to paragraph 9.3.1:

- 9.3.1.4 All contractor payment requests shall be prepared by the Contractor using AIA Document G-702 and G-703 and submitted in digital format. Applications for payment shall be sent to CMTA, via email to Ryan Harvey, rharvey@cmta.com

Add the following paragraphs:

- 9.3.5 The Owner and the Contractor each bind themselves, their partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without written consent of the other, nor shall the Contractor assign any monies due or to become due to them hereunder, without the previous written consent of the Owner.
- 9.3.6 Retainage amount as stipulated in AIA A201 – 2007 – KDE Version, subparagraph 9.3.4 shall be applied to the Contractor's Application for Payment and shall include retainage for material invoices for direct purchases materials, where applicable. Retainage shall be retained from

Add the following to the end of paragraph 9.8.1:

Refer to Article 3 of the Standard Form of Agreement Between the Owner and Contractor for the Date of Substantial Completion.

Paragraph 9.8.2, replace with the following paragraph:

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Architect so that the Architect, Engineer and Owner can accompany the Contractor in the preparation of the punch list. This list identifies items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following to sub-paragraph 9.10.1:

- .2 Final Completion of the Work shall mean when all "punch list" items are completed, when "waiver of lien" is submitted, the manufacturer's warranties are submitted and the Contractor has delivered to the Architect all required certificates of inspection. Final Completion shall include final clean-up of the building and premises.

Paragraph 9.10.2, add the following to the paragraphs:

- .1 Retainage will not be reduced below five percent (5%) until all items have been worked off of the punch list.

The following items must be submitted to the Owner before approval of the final payment: The dollar amounts reflect the security funds that will be withheld for each item until it is received by the Owner.

- .1 Affidavit of payment as required under this Paragraph shall be in the form of AIA Document G-706 - Contractor's Affidavit of Payment of Debt and Claims. (\$300.00)
- .2 Release of liens as required under this Paragraph shall be in the form of AIA Document G-706A - Contractor's Affidavit of Release of Liens. (\$300.00)
- .3 Consent of Surety as required under this Paragraph shall be in the form of AIA Document G-707 - Consent of Surety Company to Final Payment. (\$300.00)
- .4 As-Built Drawings (\$7,500.00)
- .5 Operation and Maintenance Manuals (\$5,000.00)

Submit releases and final unconditional waivers of lien from major subcontractors and suppliers.

- .1 Warranties

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following paragraph:

10.2.9 CONSTRUCTION AND SAFETY DEVICES: The contractor shall provide safety controls for protection of the life and health of employees. They will utilize precautionary methods for the prevention of damage to property, materials, equipment and supplies, and for avoidance of work interruptions in the performance of this Contract. In order to provide such safety controls, the Contractor shall comply with all pertinent provisions of the Kentucky Safety Standards of the Division of the Occupational Safety Standards of the Division of Occupational Safety, Department of labor and Federal Occupational Safety and Health Construction Standards (OSHA), that are effect at the time of this Contract is entered into and during the period in which the Contract is to be performed. The Contractor shall also take, or cause to be taken, such additional measures as the Division of Occupational Safety may determine to be reasonable necessary for the purpose.

- .1 The Contractor shall maintain an accurate account of and shall report to the Division of Occupational Safety in the manner, and on the forms prescribed by Division, exposure date and all accidents resulting in death, traumatic injury, occupational diseases, and/or damage to property, materials, supplies and equipment incident to work performed under this Contract.
- .2 The Division of Occupational Safety will notify the Contractor, through the Owner, of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct conditions. Such notice, when delivered to the Contractor or their representatives at the site of work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Owner may issue and order stopping all or part of the Work until unsatisfactory or corrective action has been taken. Failure or refusal to comply with the order will be grounds for stopping all payments due under the Contract of the Contractor. No part of the time lost due to any such stop order shall be made the subject of claim, or extension of the time, or for excess cost, or damages to the Contractor.
- .3 Compliance with the provisions of the foregoing sections by subcontractors will be the responsibility of the Prime Contractor.
- .4 Nothing on these provisions shall prohibit the US Department of Occupational Health and Safety from enforcing pertinent occupational safety and health standards as authorized under Federal or State occupational safety and health law.
- .5 In any emergency affecting the safety of persons or property, the Contractor shall act, at their discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined, as provided in Article 7 "Changes in Work".

Contractor shall submit, with closeout documents, a statement on company letterhead verifying that no materials used in the project contained asbestos.

The following is provided for informational purposes only to the Contractor:

10.3.9 WORKER PROTECTION

The OSHA Construction Industry Standard (1926.62) applies to "all construction work where an employee may be exposed to lead." Construction work is defined as "work for construction, alteration and/or repair." It includes:

- (1) Demolition or salvage of structures where materials containing lead are present.
- (2) New construction, renovation of structures, or portion thereof where materials containing lead are present.
- (3) Maintenance operations associated with construction activities.

The rule requires "each employer who has a workplace or operation covered by the standard to initially determine if any employee may be exposed to lead at or above the action level." This is to be determined by personal exposure monitoring. The rule further states that "until the employer performs an employee exposure assessment as required, the employer shall treat the employee as if the employee were exposed above the PEL, and not in excess of ten times the PEL, and shall implement appropriate employee protective measures. **The tasks covered by these requirements include manual demolition of structures (e.g., dry wall), manual scraping, manual sanding, heat gun applications and power tool cleaning with dust collection systems.**"

The employee must collect at least one sample for each job classification.

Until an employer performs an initial employee exposure assessment, the employer must provide to the employees:

- (1) Appropriate respiratory protection and respirator physicals
- (2) Appropriate personal protective equipment
- (3) Change areas
- (4) Hand washing facilities
- (5) Biological monitoring
- (6) Proper training

However, "where the employer has previously monitored for lead exposure, and the data were obtained within the past 12 months during work operations closely resembling the process, type of material, work practices and environmental conditions used and prevailing in the employer's

above the 30 ug/m3 action level, no additional control or worker protection measures are required. Should data indicate that employees may be exposed to elevated lead concentrations exceeding the action level, the other aspects of 1926.62 concerning worker protection shall apply.

ARTICLE 11 - INSURANCE & BONDS

11.3 PROPERTY INSURANCE

Paragraph 11.3.1, change with the following in the first sentence:

“Owner” to “Contractor”

Paragraph 11.3.1.2, replace with the following paragraph:

- 11.3.1.2 The Owner will maintain Property Insurance on the Property but will not be purchasing Builder’s Risk Insurance for the Contractor. The Contractor shall, as a requirement of the contract, obtain insurance that will protect the interests of the Contactor, Sub Contractors and Subcontractors in the Work. Purchase of Builder’s Risk Insurance is not considered Optional under this Agreement. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, then the Contractor shall bear all reasonable costs properly attributable thereto. The Owner shall be listed as additional insured on the Contractor’s policy.

Paragraph 11.3.1.3, change and add the following:

Change the word “Owner” to “Contractor”.

Add: The amount of the deductible is \$5,000.00 per claim.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Add the following paragraphs:

- 11.4.3 Performance and payment bonds shall be executed only by a Surety Company possessing an A.M. Best Co. rating of “A-” or better and which holds a certificate of Authority issued by the Department of Treasury and shall be listed as an acceptable surety in the Circular, published annually as of July 1, by the Department of the Treasury, Financial Management Service in the Federal Register. The amount of the performance and payment bonds shall be within the underwriting limitations set forth for the Surety Company in the Circular of the Department of the Treasury referenced above. Any Co-Surety of the Surety Company shall also possess a Best’s rating of “A-” or better and shall hold a Certificate of Authority issued by the Department of Treasury and shall be listed in the Circular issued by the Department of the Treasury referenced above. The contract instrument of Bonds must be counter signed by a duly appointed and licensed agent resident of Kentucky.

at no additional cost to the Owner.

- 11.4.5 Performance and Payment Bond amounts are to include both contract sum and purchase order amounts as included in the bid sum.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Add the following paragraphs:

- 13.1.2 The Kentucky Fairness in Construction Act, KRS 371.400 to 371.990, applies to this construction contract, and where there is a conflict between the terms and conditions of these documents and the provisions of the Kentucky Fairness in Construction Act, the latter shall prevail.
- 13.1.3 Within 10-days after the award of contract, and as required by KRS 45A.343, Section (2)(a), each contractor and all subcontractors performing work under this contract shall, in writing to the Owner, reveal any final determination of a violation by the contractor or subcontractor within the previous 5-year period, pursuant to KRS chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or Subcontractor. As required by KRS 45A.343, Section (2)(b), contractors and subcontractors performing work under the contract shall be in continuous compliance with the provisions of KRS chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or Subcontractor for the duration of the Contract.

13.5 TESTS AND INSPECTIONS

Add the following paragraphs:

- 13.5.7 Testing of materials and systems are specified in their particular sections of the Project Manual.
- 13.8 Full compliance by the Contractor and Subcontractors as to their duties prescribed by the "Act Relating to Contracts for Public Works", KRS 337.505 to 337.550 is required in the performance of work under this contract.

13.9 NON-DISCRIMINATION

- 13.9.1 During the performance of this Contract, the Contractor agrees to the following:
- .1 The Contractor and Subcontractors shall not discriminate against employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

- .2 The Contractor and subcontractors shall, in solicitations or advertisements for employees placed by them or on their behalf, state that qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- .3 The Contractor will send each labor union, or representative of workers with which they have a collective bargaining agreement, or other contract, or understanding, a notice advising said labor union or workers' representatives of the Contractor commitments under this section, and shall post copies of the notice in places conspicuous to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency sanctions for non-compliance.

13.10 AFFIDAVIT OF ASSURANCES

- 13.10.1 Prior to the execution of the Contract, the Owner will require of the Contractor a completed and notarized AFFIDAVIT OF ASSURANCES, PURSUANT TO KRS 198B.060(10).
- .1 A copy of the affidavit for DOH-BCE-04 (7/90) is attached at the end of this Section.

ARTICLE 15 – CLAIMS AND DISPUTES

15.1.5 CLAIMS FOR ADDITIONAL TIME

Add the following paragraph:

- 15.1.5.3 The reference to "adverse weather" shall be clarified to mean weather conditions which are in excess of the 20-year norm, as recorded by the National Oceanographic Association.

END OF SECTION 00 70 00
(Form attached)

AGREEMENT made as of the twenty-ninth day of July
in the year twenty, twenty-four
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, Kentucky

and the Contractor:

(Name, legal status, address and other information)

KES
P.O. BOX 19889
Louisville, KY 40259

for the following Project:

(Name, location and detailed description)

Bid Package #2: Technology
Fire Alarm and Intercom Replacement Infrastructure
11450 KY-44
Mt. Washington, Kentucky

Various Facility Fire Alarm and Infrastructure Upgrades
Technology scope
Refer to drawings and specifications.

The Architect:

(Name, legal status, address and other information)

CMTA Inc.
10411 Meeting St.
Prospect, KY 40059

The Owner and Contractor agree as follows.



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

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

4	CONTRACT SUMMARY
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.)

Commencement Date: July 29, 2024, Substantial Completion Date:

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.

, 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

(\$ 1,000), 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

(\$ 435,000.00), subject to additions and deductions as provided in the Contract Documents.

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

	Amount
Base Bid	\$ 435,000.00
Sum of Accepted Alternates	\$
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 435,000.00
Sum of Owner's direct Purchase Orders	\$
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 435,000.00

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)
1. Supported Data Cable	1.LF	1. \$2.70

§ 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
N/A	

Init.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **FIRST** day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the **SAME** month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **THIRTY (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 **TEN** percent (**10** %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction — KDE Version;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **TEN** percent (**10** %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007 — KDE Version.

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

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

approve 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.)

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)

Keith Joseph
KES
P.O. Box 19889
Louisville, KY 40259

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
00 60 00	Terms of the Agreement Between Owner and Contractor		
00 70 00	Supplementary General Conditions		

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

Specifications as provided in bid documents

Section	Title	Date	Pages
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Init.

§ 9.1.6 The Addenda, if any:

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

Number	Date	Pages
1	June 28, 2024	8
2	July 10, 2024	4

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:

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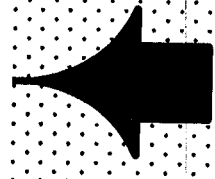
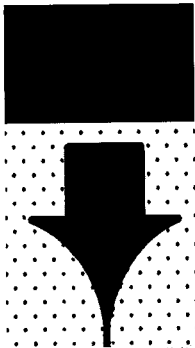
ARTICLE 10 INSURANCE AND BONDS

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)

Keith Joseph
CONTRACTOR *(Signature)*

Keith Joseph Vice President
(Printed name and title)

Init.

Owner and Contractor". Where any Article or the Agreement Between Owner and Contractor is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplementary Instructions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

Add the following:

ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Paragraph 3.1, add after the first paragraph:

The Date of Commencement of the Work shall be the date of the "Notice to Proceed" issued by the Owner.

Paragraph 3.3, replace the first sentence with the following:

The Contractor shall achieve Substantial Completion of the Work as follows:

- .1 **1 June 2025.** Punch inspection establishing Substantial Completion is performed and achievement of Substantial Completion agreed by Owner and Architect. Facility has Certificate of Occupancy and is suitable for school district to move in furnishings and equipment and occupy.

Paragraph 3.3, insert the following in the second paragraph:

Liquidated Damages: (\$1,000.00 per calendar day)

Paragraph 3.3, insert the following:

- .1 Refer to Division 01 Sections "Summary of Work" and "Contract Closeout" for description of penalties that will be applied (\$1,000.00 per calendar day) for work not completed within time frames described.

ARTICLE 5 - PAYMENTS

Paragraph 5.1.3, add the following in parenthesis:

Provided that an Application for Payment is received by the Architect not later than the (First) day of the month, the Owner shall make payment of the certified amount to the Contractor not later than the (Fifteenth) day of the (Same) month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (Forty-Five) days after the Architect received the Application for Payment.

Paragraph 5.1.4, insert the following:

- .1 Each portion of the Work as listed in Schedule of Values must be broken down into material and labor. Complete markup including overhead and profit shall be included in labor cost. Material amounts as listed in Schedule of Values shall be listed as accurately as possible.

.1... less retainage of ten percent (10%)

.2 ...less retainage of ten percent (10%)

Paragraph 5.1.8, replace with the following:

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

The Owner shall retain ten percent (10%) from each Application for Payment until installed Work reaches fifty Percent (50%) completion. Then, provided the Work is on schedule and satisfactory, upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum. No part of the five percent (5%) retainage shall be paid until the last Punch List is completed and no other work is required.

ARTICLE 6 - DISPUTE RESOLUTION

Paragraph 6.2, refer to the following section:

6.2 [X] Litigation in a court of competent jurisdiction in Bullitt Co., Kentucky.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

Paragraph 8.3, replace with the following:

The Owner's representative:

Danny Clemmons, Construction Manager
Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, KY 40165
(502) 921-3659

The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
1.	Section 00 70 00 Supplementary Conditions to Owner- Contractor Agreement	July 19, 2024	3

Paragraph 9.1.7.2, add the following:

- .2 D. Invitation to Bid
- E. Supplemental Instructions to Bidders (00 20 00).

END OF SECTION 00 60 00

1.1.9 Miscellaneous Definitions

- .1 The term "product" as used herein includes materials, systems and equipment.
- .2 The term "supplier" as used herein, includes a firm or organization furnishing or delivering products directly to the job site, and because of such direct delivery, could be construed under the lien laws of the State in which the Work is being performed as having lien rights against the funds due the Contractor. Suppliers of material and equipment, delivering to Contractor or Subcontractor on an open account basis and not having lien rights on the Work, will not be considered suppliers within the meaning of the Contract Documents.
- .3 A bidder selected to enter into a Contract with the Owner for Work included under the bidder's proposal is termed an "Awardee," until such time as he is awarded a Contract and becomes the Contractor.
- .4 Where "request", "approval", "satisfactory", and similar words appear, it is the request, approval, or satisfaction of the Architect/Engineer that is intended.
- .5 Where "complete" is used, it shall mean, "complete with connections, supports, attachments, and incidental items necessary for a finished and properly operating assembly or installation." Completed work does not include materials stored on-site.
- .6 Where "drawing" is used, it shall mean plans and detail drawings, both large and small scale, furnished by the Architect/Engineer for the purpose of showing the Work to be done.
- .7 The term "furnish" – to supply (only) to another party for their use of installation, including cost of delivery and unloading to job site.
- .8 The term "install" – to distribute, uncrate, assemble, and fix into the intended final positions, the installer to provide all miscellaneous hardware and supplies required to anchor and support securely, clean up, and dispose of rubbish.
- .9 The term "connect" – to bring service(s) to point of installation and make final connections of the service(s) to the installed equipment, and provide miscellaneous auxiliary appurtenances necessary to make operable for its intended use.
- .10 The term "provide" – to furnish, install, and connect complete.

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following sub-paragraphs to paragraph 3.2.1:

- 3.2.1.1 By execution of this Contract, the Contractor warrants that they have visited the site of the proposed work, and are fully acquainted with the conditions as they relate to the construction of

- 3.2.1.3 By execution of this Contract, the Contractor warrants that it is their responsibility, during the bidding process, to visit the site and acquaint themselves with the existing conditions. Failure on the Contractor's part to visit the site during their review / examination of forms, instruments or documents in no way relieves them from this responsibility. The Contractor agrees that the Owner shall be justified in rejecting any claim based on facts regarding existing conditions of which they should have been aware.
- 3.2.1.4 Before ordering material or performing any work, the Contractor shall verify all measurements at the work site. Any difference between the dimensions on the Drawings and actual measurements shall be brought to the Architect's attention for their consideration, before work may proceed. No extra compensation will be allowed because of difference between actual measurements and dimensions indicated on the Drawings. The Contractor shall assume full responsibility for accuracy of measurements obtained at the Work Site.
- 3.2.1.5 Dimensions which are lacking shall be obtained from the Architect. In no case shall Drawings be scaled.

Add the following paragraph:

- 3.2.5 Plans and Specifications for this Project show or specify various structural, architectural, mechanical and electrical entities, diagrams and devices for each item. The mention of acceptable manufacturer does not necessarily imply that their particular "standard" product meets all of the requirements of any detail or specification. Therefore, the cost of deviations, extensions or adjustments required for the low Bidder's product must be included in the Prime/General Contractor's bid. No additional cost will be considered.

3.4 LABOR AND MATERIALS

Add the following paragraph:

- 3.4.4 Where the salvage of materials is indicated on the Drawings and Specifications, all such materials shall be carefully removed and stored as directed by the Owner or Architect.

3.5 WARRANTY

Add the following paragraph:

- 3.5.1 The Contractor shall provide all warranties as required by the Project Manual.

3.7 PERMITS, FEES AND NOTICES

Add the following paragraphs:

required under any local and/or state statute, code, ordinances, or rule, governing the performance of the type of work for which they submit a bid, and they must be able to submit proof thereof upon request.

3.9 SUPERINTENDENT

Add the following to the end of paragraph 3.9.1:

The Superintendent shall be satisfactory to the Owner, and the Owner shall have the right to require the Contractor to remove a Superintendent from the Project whose performance is not satisfactory to the Owner, and to replace the Superintendent with a Superintendent who is satisfactory to the Owner. The Contractor shall not replace the Superintendent without the consent of the Owner, except with another Superintendent who is satisfactory to the Owner.

ARTICLE 5 - SUBCONTRACTORS

5.3 SUBCONTRACTUAL RELATIONS

Add the following paragraph:

- 5.3.1 All subcontractors shall familiarize themselves with all conditions relating to this Contract since the terms set forth in the General Conditions bind all subcontractors to the Contract.

ARTICLE 7 - CHANGES IN WORK

7.2 CHANGE ORDERS

Add the following to paragraph 7.2.1:

- .4 The Contractor's proposals for work to be covered by Change Order shall contain a detailed breakdown of all costs. The Contractor shall provide Architect with a cost breakdown of the lump sum, showing trades involved and their portion of the total cost. Provide material, labor, overhead and profit breakdowns for each category as required by Architect.
- .5 The Contractor shall be paid the net cost of said work, plus profit and overhead. The 15% maximum profit and overhead mark-up allowed by the Kentucky Department of Education shall be divided between the Prime/General Contractor and their subcontractors as mutually agreed among themselves. Bond and insurance costs are not allowed profit and overhead mark-up.
- .6 The following shall be covered by Overhead and Profit Mark-Up:
- | | | |
|-------------------|-------------------------|---------------|
| Office Personnel | Site Investigation Time | Truck Expense |
| Field Supervision | Shop Drawing Time | Small Tools |
| Estimating Time | | |

Paragraph 7.3.9, replace the first sentence with the following:

Changes in the work may not be included on the Application for Payment until a Change Order has been executed by all parties.

ARTICLE 8 - TIME

8.2 PROGRESS AND COMPLETION

Add the following paragraphs:

- 8.2.4 Should the Contractor fail to complete the Work under this Contract on or before the date stipulated for Substantial Completion, or such later date as may result from extensions in the Contract time granted by the Owner, they agree that the Owner is entitled to, and shall pay the Owner as Liquidated Damages, the sum of \$1,000.00 for each consecutive calendar day until such time as Substantial Completion is provided and accepted by the Owner.
- 8.2.5 Should the Contractor fail to "Final Complete" the Project on or before the date stipulated for Final Completion, they agree that the Owner is entitled to, and shall pay the Owner as Liquidated Damages, the sum of \$1,000.00 for each consecutive calendar day until such time as Substantial Completion is provided and accepted by the Owner.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Add the following sub-paragraphs to paragraph 9.3.1:

- 9.3.1.4 All contractor payment requests shall be prepared by the Contractor using AIA Document G-702 and G-703 and submitted in digital format. Applications for payment shall be sent to CMTA, via email to Ryan Harvey, rharvey@cmta.com

Add the following paragraphs:

- 9.3.5 The Owner and the Contractor each bind themselves, their partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without written consent of the other, nor shall the Contractor assign any monies due or to become due to them hereunder, without the previous written consent of the Owner.
- 9.3.6 Retainage amount as stipulated in AIA A201 – 2007 – KDE Version, subparagraph 9.3.4 shall be applied to the Contractor's Application for Payment and shall include retainage for material invoices for direct purchases materials, where applicable. Retainage shall be retained from

Add the following to the end of paragraph 9.8.1:

Refer to Article 3 of the Standard Form of Agreement Between the Owner and Contractor for the Date of Substantial Completion.

Paragraph 9.8.2, replace with the following paragraph:

9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Architect so that the Architect, Engineer and Owner can accompany the Contractor in the preparation of the punch list. This list identifies items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add the following to sub-paragraph 9.10.1:

.2 Final Completion of the Work shall mean when all "punch list" items are completed, when "waiver of lien" is submitted, the manufacturer's warranties are submitted and the Contractor has delivered to the Architect all required certificates of inspection. Final Completion shall include final clean-up of the building and premises.

Paragraph 9.10.2, add the following to the paragraphs:

.1 Retainage will not be reduced below five percent (5%) until all items have been worked off of the punch list.

The following items must be submitted to the Owner before approval of the final payment: The dollar amounts reflect the security funds that will be withheld for each item until it is received by the Owner.

- .1 Affidavit of payment as required under this Paragraph shall be in the form of AIA Document G-706 - Contractor's Affidavit of Payment of Debt and Claims. (\$300.00)
- .2 Release of liens as required under this Paragraph shall be in the form of AIA Document G-706A - Contractor's Affidavit of Release of Liens. (\$300.00)
- .3 Consent of Surety as required under this Paragraph shall be in the form of AIA Document G-707 - Consent of Surety Company to Final Payment. (\$300.00)
- .4 As-Built Drawings (\$7,500.00)
- .5 Operation and Maintenance Manuals (\$5,000.00)

Submit releases and final unconditional waivers of lien from major subcontractors and suppliers.

- .1 Warranties

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following paragraph:

10.2.9 CONSTRUCTION AND SAFETY DEVICES: The contractor shall provide safety controls for protection of the life and health of employees. They will utilize precautionary methods for the prevention of damage to property, materials, equipment and supplies, and for avoidance of work interruptions in the performance of this Contract. In order to provide such safety controls, the Contractor shall comply with all pertinent provisions of the Kentucky Safety Standards of the Division of the Occupational Safety Standards of the Division of Occupational Safety, Department of labor and Federal Occupational Safety and Health Construction Standards (OSHA), that are effect at the time of this Contract is entered into and during the period in which the Contract is to be performed. The Contractor shall also take, or cause to be taken, such additional measures as the Division of Occupational Safety may determine to be reasonable necessary for the purpose.

- .1 The Contractor shall maintain an accurate account of and shall report to the Division of Occupational Safety in the manner, and on the forms prescribed by Division, exposure date and all accidents resulting in death, traumatic injury, occupational diseases, and/or damage to property, materials, supplies and equipment incident to work performed under this Contract.
- .2 The Division of Occupational Safety will notify the Contractor, through the Owner, of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct conditions. Such notice, when delivered to the Contractor or their representatives at the site of work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Owner may issue and order stopping all or part of the Work until unsatisfactory or corrective action has been taken. Failure or refusal to comply with the order will be grounds for stopping all payments due under the Contract of the Contractor. No part of the time lost due to any such stop order shall be made the subject of claim, or extension of the time, or for excess cost, or damages to the Contractor.
- .3 Compliance with the provisions of the foregoing sections by subcontractors will be the responsibility of the Prime Contractor.
- .4 Nothing on these provisions shall prohibit the US Department of Occupational Health and Safety from enforcing pertinent occupational safety and health standards as authorized under Federal or State occupational safety and health law.
- .5 In any emergency affecting the safety of persons or property, the Contractor shall act, at their discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined, as provided in Article 7 "Changes in Work".

Contractor shall submit, with closeout documents, a statement on company letterhead verifying that no materials used in the project contained asbestos.

The following is provided for informational purposes only to the Contractor:

10.3.9 WORKER PROTECTION

The OSHA Construction Industry Standard (1926.62) applies to "all construction work where an employee may be exposed to lead." Construction work is defined as "work for construction, alteration and/or repair." It includes:

- (1) Demolition or salvage of structures where materials containing lead are present.
- (2) New construction, renovation of structures, or portion thereof where materials containing lead are present.
- (3) Maintenance operations associated with construction activities.

The rule requires "each employer who has a workplace or operation covered by the standard to initially determine if any employee may be exposed to lead at or above the action level." This is to be determined by personal exposure monitoring. The rule further states that "until the employer performs an employee exposure assessment as required, the employer shall treat the employee as if the employee were exposed above the PEL, and not in excess of ten times the PEL, and shall implement appropriate employee protective measures. **The tasks covered by these requirements include manual demolition of structures (e.g., dry wall), manual scraping, manual sanding, heat gun applications and power tool cleaning with dust collection systems.**"

The employee must collect at least one sample for each job classification.

Until an employer performs an initial employee exposure assessment, the employer must provide to the employees:

- (1) Appropriate respiratory protection and respirator physicals
- (2) Appropriate personal protective equipment
- (3) Change areas
- (4) Hand washing facilities
- (5) Biological monitoring
- (6) Proper training

However, "where the employer has previously monitored for lead exposure, and the data were obtained within the past 12 months during work operations closely resembling the process, type of material, work practices and environmental conditions used and prevailing in the employer's

required. Should data indicate that employees may be exposed to elevated lead concentrations exceeding the action level, the other aspects of 1926.62 concerning worker protection shall apply.

ARTICLE 11 - INSURANCE & BONDS

11.3 PROPERTY INSURANCE

Paragraph 11.3.1, change with the following in the first sentence:

“Owner” to “Contractor”

Paragraph 11.3.1.2, replace with the following paragraph:

- 11.3.1.2 The Owner will maintain Property Insurance on the Property but will not be purchasing Builder’s Risk Insurance for the Contractor. The Contractor shall, as a requirement of the contract, obtain insurance that will protect the interests of the Contractor, Sub Contractors and Subcontractors in the Work. Purchase of Builder’s Risk insurance is not considered Optional under this Agreement. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, then the Contractor shall bear all reasonable costs properly attributable thereto. The Owner shall be listed as additional insured on the Contractor’s policy.

Paragraph 11.3.1.3, change and add the following:

Change the word “Owner” to “Contractor”.

Add: The amount of the deductible is \$5,000.00 per claim.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Add the following paragraphs:

- 11.4.3 Performance and payment bonds shall be executed only by a Surety Company possessing an A.M. Best Co. rating of “A-” or better and which holds a certificate of Authority issued by the Department of Treasury and shall be listed as an acceptable surety in the Circular, published annually as of July 1, by the Department of the Treasury, Financial Management Service in the Federal Register. The amount of the performance and payment bonds shall be within the underwriting limitations set forth for the Surety Company in the Circular of the Department of the Treasury referenced above. Any Co-Surety of the Surety Company shall also possess a Best’s rating of “A-” or better and shall hold a Certificate of Authority issued by the Department of Treasury and shall be listed in the Circular issued by the Department of the Treasury referenced above. The contract instrument of Bonds must be counter signed by a duly appointed and licensed agent resident of Kentucky.

- 11.4.5 Performance and Payment Bond amounts are to include both contract sum and purchase order amounts as included in the bid sum.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Add the following paragraphs:

- 13.1.2 The Kentucky Fairness in Construction Act, KRS 371.400 to 371.990, applies to this construction contract, and where there is a conflict between the terms and conditions of these documents and the provisions of the Kentucky Fairness in Construction Act, the latter shall prevail.
- 13.1.3 Within 10-days after the award of contract, and as required by KRS 45A.343, Section (2)(a), each contractor and all subcontractors performing work under this contract shall, in writing to the Owner, reveal any final determination of a violation by the contractor or subcontractor within the previous 5-year period, pursuant to KRS chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or Subcontractor. As required by KRS 45A.343, Section (2)(b), contractors and subcontractors performing work under the contract shall be in continuous compliance with the provisions of KRS chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or Subcontractor for the duration of the Contract.

13.5 TESTS AND INSPECTIONS

Add the following paragraphs:

- 13.5.7 Testing of materials and systems are specified in their particular sections of the Project Manual.
- 13.8 Full compliance by the Contractor and Subcontractors as to their duties prescribed by the "Act Relating to Contracts for Public Works", KRS 337.505 to 337.550 is required in the performance of work under this contract.

13.9 NON-DISCRIMINATION

- 13.9.1 During the performance of this Contract, the Contractor agrees to the following:
- .1 The Contractor and Subcontractors shall not discriminate against employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- .2 The Contractor and Subcontractors shall, in solicitations or advertisements for employees placed by them or on their behalf, state that qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- .3 The Contractor will send each labor union, or representative of workers with which they have a collective bargaining agreement, or other contract, or understanding, a notice advising said labor union or workers' representatives of the Contractor commitments under this section, and shall post copies of the notice in places conspicuous to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency sanctions for non-compliance.

13.10 AFFIDAVIT OF ASSURANCES

13.10.1 Prior to the execution of the Contract, the Owner will require of the Contractor a completed and notarized AFFIDAVIT OF ASSURANCES, PURSUANT TO KRS 198B.060(10).

- .1 A copy of the affidavit for DOH-BCE-04 (7/90) is attached at the end of this Section.

ARTICLE 15 – CLAIMS AND DISPUTES

15.1.5 CLAIMS FOR ADDITIONAL TIME

Add the following paragraph:

15.1.5.3 The reference to "adverse weather" shall be clarified to mean weather conditions which are in excess of the 20-year norm, as recorded by the National Oceanographic Association.

END OF SECTION 00 70 00
(Form attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1601 Alliant Ave Louisville KY 40299	CONTACT NAME: Donna Hellinger PHONE (A/C, No., Ext): 502-415-7000 E-MAIL ADDRESS: Donna_Hellinger@ajg.com	FAX (A/C, No): 502-415-7001
	INSURER(S) AFFORDING COVERAGE	
INSURED Kentuckiana Electrical Services LLC P.O. Box 19889 Louisville KY 40259	INSURER A : EMCASCO Insurance Company 21407	
	INSURER B : Employers Mutual Casualty Company 21415	
	INSURER C : Kentucky AGC Self Insurers Fund	
	INSURER D : Indian Harbor Insurance Company 36940	
	INSURER E :	
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1818075980

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5D98897	1/29/2024	1/29/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			5E98897	1/29/2024	1/29/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			5J98897	1/29/2024	1/29/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	20420	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 4,500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 4,500,000
							E.L. DISEASE - POLICY LIMIT	\$ 4,500,000
D	Leased/Rented Equip			PEC005418704	5/14/2023	5/14/2024	Limit	\$500,000
B	Crime-Incl Client Coverage			5S98897	1/29/2024	1/29/2025	Limit	\$100,000
D	Professional and Pollution			PEC005418704	5/14/2023	5/14/2024	Limit/Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Installation Floater includes coverage for stored materials valued at \$70,000.00.

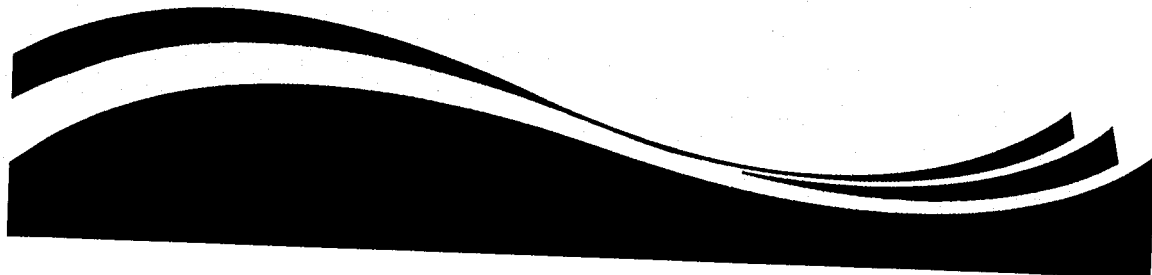
CERTIFICATE HOLDER**CANCELLATION**

Bullitt County Board of Education
 1040 KY-44
 Shepherdsville KY 40165

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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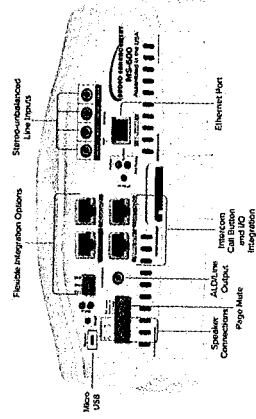
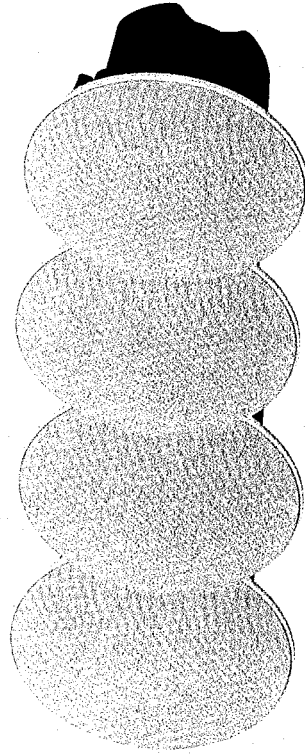
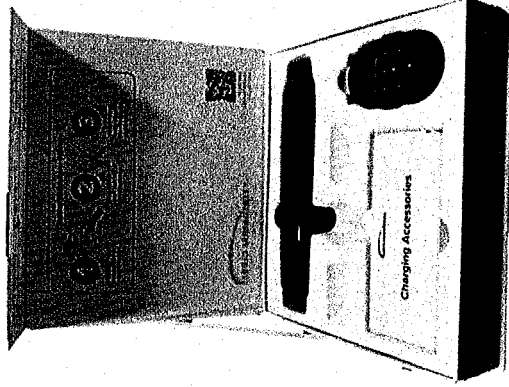
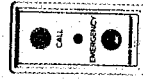
MOVING FORWARD

**Bullitt County Audio Enhancement Partnership
Proposal**

Classroom Audio Enhancement

Optimum System

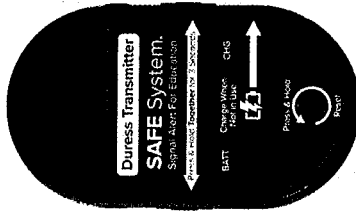
- Optimum Amplifier & Receiver Combo
- 4 Classroom Ceiling Speakers
- XD Teacher & Student Microphone
- WPA-702 Ambient Mic for Two Way Paging and Emergency Button



SAFE Alert Extenders

SAFE System Upgrades

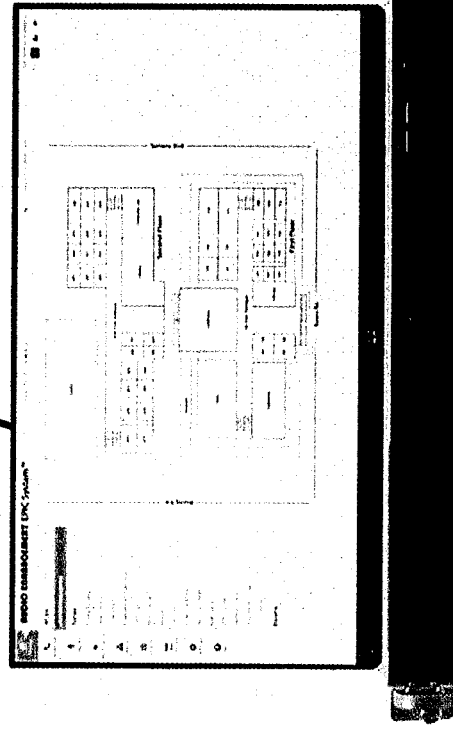
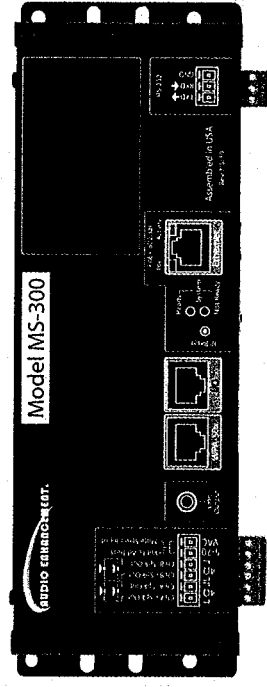
- MS-375 SAFE alert Extender for areas not near a classroom (gyms, cafeterias, etc.)
 - PoE powered
- Duress only transmitters
 - For Custodial staff, admin, etc.



EPIC System

EPIC System Features:

- Responsive and accurate touchscreen
- Full-duplex microphone with built-in speaker for talkback functionality
- Bluetooth ability to play music throughout the campus
- Easily adjust bell schedules
- Zone building out depending on grade level, hallway, etc.
- SAFE alert notifications

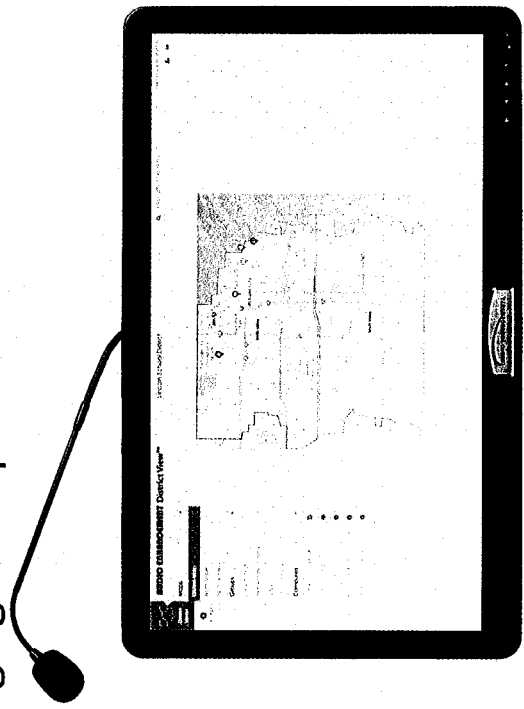




District View

District View Features:

- Communicate with multiple campuses at once
- Initiate emergency notifications from a central location (lockdowns, weather, etc.)
- Responsive and accurate touchscreen - Edge to edge frame less design
- Crystal-clear audio through paging microphone



Pricing



School	Total
Mt. Washington Middle School	\$ 343,688.39
Zonetone Middle School	\$ 352,717.44
Freedom Elementary School	\$ 317,214.01
Overdale Elementary School	\$ 281,312.32
Lebanon Junction Elementary School	\$ 259,007.06
Pleasant Grove Elementary School	\$ 378,692.64
Brooks Elementary School	\$ 333,970.78
Cedar Grove Elementary School	\$ 329,817.89
Roby Elementary School	\$ 324,917.62
Shepherdsville Elementary School	\$ 305,323.74
Crossroads Elementary School	\$ 326,488.78
Subtotal	\$ 3,553,150.67
Partnership Discount	\$ (162,312.68)
Grand Total	\$ 3,390,837.99

Notes:

- Demo of existing intercom/audio/camera systems are not included
- Network drops & Network Switches are not included and would need to be provided by the school district
- Prices do not include prevailing wage/Davis Bacon rates
- Prices reflect design as shown on drawings by CMTA

Kentucky Educational Development Cooperation (KPC) Contract # 10100894-CLS2022.000



Local Purchasing Contract

**Kentucky Educational Development Cooperation (KPC) Contract #
10100894-CLS2022.000**