

Kentucky Department of Education Version of AIA[®] Document A101[™] – 2007

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



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

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

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

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

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

BETWEEN the Owner:
(Name, legal status, address and other information)
Covington Independent Board of Education
25 East 7th Street
Covington, KY 41011

and the Contractor:
(Name, legal status, address and other information)
Schrudde & Zimmerman, Inc.
1671 Park Road, Suite No. 11
Ft. Wright, KY 41011

for the following Project:
(Name, location and detailed description)
Chapman Career Center - Tech Upgrades
2500 Madison Avenue, Covington, KY 41014

The Architect:
(Name, legal status, address and other information)
Emboss Design, PSC
906 Monmouth Street
Newport, KY 41071

The Owner and Contractor agree as follows.



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

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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

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

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

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

Portion of Work	Substantial Completion Date
Areas of the work as listed on Drawing No. G103 - Dated: 2024.06.28	As listed on Drawing No. G103

, 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 three-thousand dollars per day (\$ 3,000.00), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be four million, seven hundred two thousand, three hundred two, and sixty-six hundredths (\$ 4,702,302.66), 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	\$ 5,815,000.00
Sum of Accepted Alternates	\$ 375,000.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 6,190,000.00
Sum of Owner’s direct Purchase Orders	\$ 1,487,697.34
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 4,702,302.66

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

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

Number	Item Description	Amount
1	New water source heat pumps	\$375,000.00
	Total of Alternates	\$375,000.00

§ 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. New 6" reinforced concrete masonry walls	500 SF	\$40.00/SF
2. Remove and replace 5" concrete floor	200 SF	\$15.00/SF
3. Remove and replace 2" concrete topping	500 SF	\$15.00/SF
4. Provide 2,500 SF of floor prep	2,500 SF	\$5.00/SF
5. 24" x 24" (1) fire-rated access panel	1 Each	\$385.00

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

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

Item	Price
1. Owner directed interior signage.	\$5,000.00
2. Owner directed exterior signage.	\$7,500.00
3. Additional tack and marker boards	Quantities as listed in the specs.
4. New 6" reinforced concrete masonry walls - 500 SF	\$20,000.00
5. Remove and replace 5" concrete floor - 200 SF	\$3,000.00
6. Remove and replace 2" concrete topping - 500 SF	\$7,500.00
7. Provide 2,500 SF of floor prep	\$12,500.00

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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) 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 (10.0%). 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 (10.0%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007 — KDE Version.

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

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

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

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

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

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been issued by the Architect; and
- .3 the Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 — KDE Version, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007 — KDE Version, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007 — KDE Version
- Litigation in a court of competent jurisdiction where the Project is located
- Other: *(Specify)*
None binding mediation followed by litigation in a court of competent jurisdiction where the Project is located.

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)

Mr. Ken Kippenbrock
ken.kippenbrock@covington.kyschools.us

Covington Independent Public Schools
25th East 7th Street
Covington, KY 41011

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

Ms. Sherry Seger
ss@schrudde-zimmerman.com

Schrudde & Zimmerman
1671 Park Road, Suite 11
Ft. Wright, KY 41011

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

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

As listed in the Project Manual

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

See Attachement No. 9.1.4

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

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

See Attachment No. 9.1.5

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

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

Number	Date	Pages
Addendum No. 01	2024.07.12	37 pages
Addendum No. 02	2024.07.22	11 pages
Addendum No. 03	2024.07.19	39 pages
Addendum No. 04	2024.07.26	7 pages
Addendum No. 05	2024.07.26	2 pages

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

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

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

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.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 — KDE Version provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- A. AIA Document A701–1997, Instructions to Bidders — KDE Version
- B. Contractor’s Form of Proposal
- C. KDE Purchase Order Summary Form
- D. Schrudde and Zimmerman's Certificate of Insurance
- E. Schrudde and Zimmerman's Payment and Performance Bond

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)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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ATTACHMENT NO. 9.1.4
SPECIFICATIONS LIST

ATTACHMENT NO. 9.1.4

Chapman Career Center Tech Upgrades
Covington Independent Public Schools
BG No. 23-406

Project No. 23-037
Issued for Bidding: July 2024
© Emboss Design

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Covington Independent Public Schools 2024-25 School Calendar	Exhibit "B"
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- Instructions to Bidders (AIA A701 1997 Kentucky Department of Education Version)
- Supplementary Instructions to Bidders
- Sample Form: KDE FACPAC Purchase Order and Conditions

Bid Documents

- Kentucky Department of Education Form of Proposal
- Bid Bond (AIA A310, 2010)
- Noncollusion Affidavit-2013 (KDE)

Contract Requirements

- Standard Form of Agreement Between Owner and Contractor (AIA A101 – 2007 Kentucky Department of Education Version)
- Amendment to The Standard Form of Agreement Between Owner and Contractor (AIA A101-2007 Kentucky Department of Education Version)
- General Conditions of The Contract for Construction (AIA A201-2007 Kentucky Department of Education Version)
- Supplementary General Conditions of The Contract for Construction (AIA A201-2007 Kentucky Department of Education Version)
- Performance Bond and Payment Bond (AIA 312, 2010 Kentucky Department of Education Version)

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012300	Alternates	2
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DRAWING LIST

ATTACHMENT NO. 9.1.5

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MECHANICAL

MD101	FIRST FLOOR MECHANICAL - DEMO PLANS
MD102	SECOND FLOOR MECHANICAL - DEMO PLANS
MD103	THIRD FLOOR MECHANICAL - DEMO PLANS
MD104	ROOF MECHANICAL DEMO PLAN
M001	MECHANICAL LEGEND
M101	FIRST FLOOR MECHANICAL PLAN
M102	SECOND FLOOR MECHANICAL PLAN
M103	THIRD FLOOR MECHANICAL PLAN
M104	ROOF MECHANICAL PLAN
M201	FIRST FLOOR PIPING PLAN
M202	SECOND FLOOR PIPING PLAN
M203	THIRD FLOOR PIPING PLAN
M601	MECHANICAL DETAILS
M701	MECHANICAL SCHEDULES
M702	MECHANICAL SCHEDULES
M801	MECHANICAL SCHEMATIC

PLUMBING

P-001	PLUMBING LEGEND
PD-101	PLUMBING DEMOLITION - LEVEL 1
PD-102	PLUMBING DEMOLITION - LEVEL 2
PD-103	PLUMBING DEMOLITION - LEVEL 3
P-100	PLUMBING - UNDERSLAB
P-101	PLUMBING - LEVEL 1
P-102	PLUMBING - LEVEL 2
P-103	PLUMBING - LEVEL 3
P-601	PLUMBING DETAILS
P-701	PLUMBING SCHEDULES
P-801	PLUMBING STACK DIAGRAMS

FIRE SUPPRESSION

FP001	GENERAL INFORMATION - FIRE PROTECTION
FP-101	FIRST FLOOR FIRE PROTECTION PLAN
FP-102	SECOND FLOOR FIRE PROTECTION PLAN
FP-103	THIRD FLOOR FIRE PROTECTION PLAN

ELECTRICAL

E000	ELECTRICAL LEGEND
ED101	FIRST FLOOR - ELECTRICAL DEMO PLAN
ED102	SECOND FLOOR - ELECTRICAL DEMO PLAN
ED103	THIRD FLOOR - ELECTRICAL DEMO PLAN
E101	FIRST FLOOR - LIGHTING PLAN
E102	SECOND FLOOR - LIGHTING PLAN
E103	THIRD FLOOR - LIGHTING PLAN

E201 FIRST FLOOR - POWER AND SYSTEMS PLAN
E202 SECOND FLOOR - POWER AND SYSTEMS PLAN
E203 THIRD FLOOR - POWER AND SYSTEMS PLAN
E500 ELECTRICAL DETAILS
E501 ELECTRICAL DETAILS
E502 ELECTRICAL DETAILS
E503 ELECTRICAL DETAILS
E504 ELECTRICAL LIGHTING FIXTURE SCHEDULE AND DETAILS
E700 ELECTRICAL DEMOLITION SINGLE LINE
E701 ELECTRICAL NEW WORK SINGLE LINE
E800 ELECTRICAL PANEL SCHEDULES
E801 ELECTRICAL PANEL SCHEDULES
E802 ELECTRICAL PANEL SCHEDULES

END OF EXHIBIT A – DRAWING LIST

ATTACHMENT NO. 9.1.7

ITEM 2.B

CONTRACTOR'S FORM OF PROPOSAL

BG No. 23-406

Date: _____ To: (Owner) Covington Independent Public School District

Project Name: Chapman Career Center Tech Upgrades Bid Package No. General Contractor

City, County: Covington, Kenton

Name of Contractor: Schrudde & Zimmerman, Inc.

Mailing Address: 1671 Park Road, Suite #11, Fort Wright, KY 41011

Business Address: same as above Telephone: 859-331-3160

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

Addendum #1, #2, #3, #4, #5 (Insert the addendum numbers received or the word "none" if no addendum received.)

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

5,815,000⁰⁰
Use Figures

Five Million Eight Hundred Fifteen 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
Alt. Bid No. 1	WSHP Replacement	<u>375,000</u>	<u>—</u>	<input type="checkbox"/>
Alt. Bid No. 2				<input type="checkbox"/>
Alt. Bid No. 3				<input type="checkbox"/>
Alt. Bid No. 4				<input type="checkbox"/>
Alt. Bid No. 5				<input type="checkbox"/>
Alt. Bid No. 6				<input type="checkbox"/>
Alt. Bid No. 7				<input type="checkbox"/>
Alt. Bid No. 8				<input type="checkbox"/>
Alt. Bid No. 9				<input type="checkbox"/>
Alt. Bid No. 10				<input type="checkbox"/>

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

LIST OF PROPOSED SUBCONTRACTORS:

Schrudde & Zimmerman, Inc.

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

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

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

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

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

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the contractor)
1.	Demolition	Rumpke
2.	Concrete	Tri-A
3.	Unit Masonry	American Facial Restoration
4.	Rough Carpentry	own forces
5.	Plastic-Laminate-Face Architectural Cabinets	Contemporary East
6.	Formed Metal Wall Panels	Wm Kramer
7.	Hollow Metal Doors and Frames	own forces
8.	Flush Wood Doors	own forces
9.	Aluminum Entrance and Storefronts	McAndrews
10.	Aluminum Windows	McAndrews
11.	Door Hardware	own forces
12.	Glazing	McAndrews
13.	Gypsum Board	OK Interiors
14.	Ceramic Tiling	Franks
15.	Acoustical Panel Ceilings	OK Interiors
16.	Linoleum Tile Flooring	Franks
17.	Access Flooring	OK Interiors

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the Contractor)
18.	Painting	<i>Inline</i>
19.	Visual Display Units	<i>own forces</i>
20.	Metal Lockers	<i>Unistrut</i>
21.	Plumbing	<i>Ruark Plumbing</i>
22.	HVAC	<i>Hudson Piping</i>
23.	Electric	<i>Delta Electric</i>
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LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS: *Schrudde & Zimmerman, Inc.*

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

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

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

The bidder shall submit the list of suppliers and manufacturers within one (1) hour of the bid.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	087100 Door Hardware - Closers	<i>Interior Supply</i>	<i>LCN</i>
2.	087100 Door Hardware - Locksets	<i>Interior Supply</i>	<i>Schlage</i>
3.	087100 Door Hardware - Hinges	<i>Interior Supply</i>	<i>Ives</i>
4.	087100 Door Hardware - Cylinders	<i>Interior Supply</i>	<i>Schlage</i>
5.	095113 Acoustical Panel Ceilings	<i>Interior Supply</i>	<i>Armstrong</i>
6.	096900 Access Flooring	<i>OK Interiors</i>	<i>ASMC</i>
7.	102113 Toilet Compartments	<i>Select Specialties</i>	<i>Accurate</i>
8.	105113 Metal Lockers	<i>Unistrut</i>	<i>Lyon</i>
9.	224000 Plumbing Fixtures	<i>Winnelson</i>	<i>American Standard</i>
10.	260519 – Low Voltage Elec Power, Conductors, Cables, Splicing Dev		
11.	260526 – Grounding and Bonding for Elec Systems		
12.	260529 – Hangers & Supports		
13.	260533 – Cabinets, Outlet Boxes, Pull Boxes		
14.	262416 – Panelboards		
15.	262726 – Wiring Devices & Plates		
16.	262816 – Enclosed Switches and Circuit Breakers		
17.	265113 – Interior Lighting		
18.	283100 – Fire Alarm Detection System		

	<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)
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Schrudde & Zimmerman, Inc.

UNIT PRICES:

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

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

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

	<u>WORK</u> by the Architect (to be filled out)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
1.	Removal of existing masonry walls and installation of new 6" reinforced concrete masonry walls, 500 SF	45-	SF
2.	Removal and replacement of 5" concrete floor and vapor barrier, 200 SF	15-	SF
3.	Removal and replacement of 500 SF x 2" thick concrete topping.	15-	SF
4.	2,500 SF of floor prep.	5-	SF
5.	24" x 24" 1-hr rated access panel with keyed lock.	385-	each
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DIRECT MATERIAL PURCHASES:

Schrudde & Zimmerman, Inc.

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)
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	<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)
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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: Schrudde & Zimmerman, Inc.

AUTHORIZED REPRESENTATIVE'S NAME: Mark N. Zimmerman
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): Mark N. Zimmerman

AUTHORIZED REPRESENTATIVE'S TITLE: President

NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000.

This form shall not be modified.

The undersigned agent, being duly sworn, states that neither he/she nor his/her firm has any relationship (financial or through kinship) to:

- Any school board member or the superintendent;
- Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned further states that he/she has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he/she attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship you may have to any parties as mentioned above on this project.

NONE

This affidavit is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

Mark N. Zimmerman *Mark N. Zimmerman* President
 Name Title

Schrudde & Zimmerman, Inc.
Name of Company

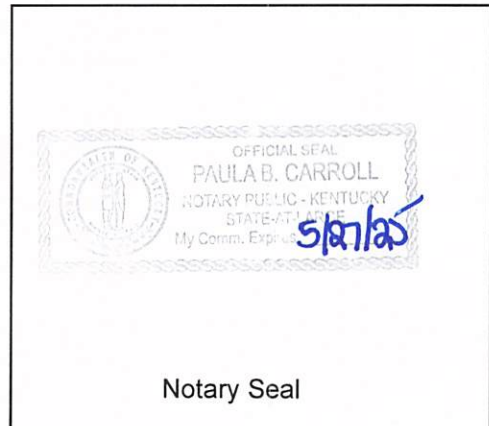
Subscribed and Sworn to Me this
30th day of July

2024

Paula B. Carroll
Notary Signature

My Commission expires:
May 27, 2025

Notary ID: KYNP29117



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.

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2.	087100 Door Hardware - Locksets	Interior Supply	Schlage
3.	087100 Door Hardware - Hinges	Interior Supply	Ives
4.	087100 Door Hardware - Cylinders	Interior Supply	Schlage
5.	095113 Acoustical Panel Ceilings	Interior Supply	Armstrong
6.	096900 Access Flooring	OKInteriors	ASM
7.	102113 Toilet Compartments	Select Specialties	Accurate
8.	105113 Metal Lockers	Unistrut	Lyon
9.	224000 Plumbing Fixtures	Winnelson	American Standard
10.	260519 – Low Voltage Elec Power, Conductors, Cables, Splicing Dev	Wesco & City Electric Supply	Encore/Republic
11.	260526 – Grounding and Bonding for Elec Systems	Richards Electric	Erico
12.	260529 – Hangers & Supports	Steel City/Eaton/Orbit	Wesco/Richards
13.	260533 – Cabinets, Outlet Boxes, Pull Boxes	Steel City/Eaton/Orbit	Wesco/Richards
14.	262416 – Panelboards	Wesco	Eaton
15.	262726 – Wiring Devices & Plates	Wesco	Leviton
16.	262816 – Enclosed Switches and Circuit Breakers	Wesco	Richards
17.	265113 – Interior Lighting	FDL	Current/Wattstopper
18.	283100 – Fire Alarm Detection System	RP Biederman	Notifier

	<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)
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Schrudde & Zimmerman, Inc.

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3.	Removal and replacement of 500 SF x 2" thick concrete topping.	\$15	sf
4.	2,500 SF of floor prep.	\$5	sf
5.	24" x 24" 1-hr rated access panel with keyed lock.	\$385	sf
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DIRECT MATERIAL PURCHASES:

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

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

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

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
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ATTACHMENT NO. 9.1.7

ITEM 2.C

KDE PURCHASE ORDER SUMMARY FORM

ATTACHMENT NO. 9.1.7

ITEM 2.D

CONTRACTOR'S CERTIFICATE OF INSURANCE