

DATE:

04/23/2025

AGENDA ITEM (ACTION ITEM):

Consider / Approve the bid award with Monarch Construction Company for the R.C. Hinsdale Elementary phase II addition and renovation construction project (BG #21-142) and corresponding construction contract pending Board Attorney review.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board; 04.31 Authority to Encumber and Expend Funds; 702 KAR 4:050 Building Sites; Inspection & Approval

HISTORY/BACKGROUND:

The Board previously approved the initial BG-1 (21-142) on December 7, 2020 and approved construction documents for the second and final phase of addition and renovation at R.C. Hinsdale on March 3, 2025. Sealed bids for phase II of this project were received and opened on April 15, 2025. Members of the Operations team evaluated the bids received from Monarch Construction Company, Mark Spaulding Construction Company, and Schrudde & Zimmerman, Inc. using the bidder scoring matrix from section "001153 – Qualification of Bid Proposal" document included in the American Institute of Architects (AIA) bid documents provided to all bidders. After a review of bid amounts, firm experience and qualifications, business practice, and references, the Operations team selected Monarch Construction Company as the best evaluated bid and recommended contractor to complete the project, to include rejecting bid alternate 1, accepting bid alternates 2, 3, 4, and 5, and accepting the base bid.

FISCAL/BUDGETARY IMPACT:

\$18,694,000 base bid and bid alternates

RECOMMENDATION:

Approve the bid award to Monarch Construction Company for the R.C. Hinsdale Elementary phase II addition and renovation construction project (BG #21-142) and agree to enter into a construction contract with Monarch Construction Company pending Board Attorney review.

CONTACT PERSON:

Matt Rigg, Chief Operations Officer


Principal Administrator


District Administrator


Superintendent

**THE KENTON COUNTY SCHOOL DISTRICT
R.C. HINSDALE ELEMENTARY - PHASE 2 (BG 21-142)
BID TABULATION**

BID (60 points Possible)								
Bidder	Base Bid	Alternate #1 <i>New brick vs salvaged for patching</i>	Alternate #2 <i>Door hardware from Schlage/LCN/Von Duprin only</i>	Alternate #3 <i>HVAC controls by Siemens</i>	Alternate #4 <i>Provide acoustic wall panels in gym</i>	Alternate #5 <i>Provide 4" domestic water line vs 3"</i>	Total with Selected Alternates	Points Awarded
Mark Spaulding Construction Co.	\$ 18,859,000.00	\$ -	\$ 1,000.00	\$ -	\$ 10,000.00	\$ 4,000.00	\$ 18,874,000.00	59.42
Monarch Construction Co.	\$ 18,674,000.00	\$ -	\$ 1,000.00	\$ -	\$ 13,000.00	\$ 6,000.00	\$ 18,694,000.00	60.00
Schrudde & Zimmerman, Inc.	\$ 19,530,000.00	\$ -	\$ 950.00	\$ -	\$ 8,500.00	\$ 8,000.00	\$ 19,547,450.00	57.26

FIRM EXPERIENCE & QUALIFICATIONS (15 Points Possible)				
	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score
Mark Spaulding Construction Co.	15	15	13	14.3
Monarch Construction Co.	15	15	15	15.0
Schrudde & Zimmerman, Inc.	0	0	0	0.0
BUSINESS PRACTICE (10 Points Possible)				
	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score
Mark Spaulding Construction Co.	0	0	0	0.0
Monarch Construction Co.	10	10	10	10.0
Schrudde & Zimmerman, Inc.	0	0	0	0.0
REFERENCES (15 Points Possible)				
	Evaluator 1	Evaluator 2	Evaluator 3	Avg Score
Mark Spaulding Construction Co.	14	14	15	14.3
Monarch Construction Co.		13		13.0
Schrudde & Zimmerman, Inc.	0	0	0	0.0

TOTALS (100 Points Possible)					
	BID	FIRM EXPERIENCE & QUALIFICATIONS	BUSINESS PRACTICE	REFERENCES	TOTAL POINTS
Mark Spaulding Construction Co.	59.42	14.3	0.0	14.3	88.09
Monarch Construction Co.	60.00	15.0	10.0	13.0	98.00
Schrudde & Zimmerman, Inc.	57.26	0.0	0.0	0.0	57.26

*Mark Spaulding Construction Co. received "0" points for Business Practice due to this information missing from the A305 documents

*Schrudde & Zimmerman received "0" points for Firm Experience & Qualifications, Business Practice, and References due to not turning in the A305 documents

*The Board reserves the right to provide the sole reference score, since Monarach Construction has been a vendor of the Board of Education in the last five years

= Best Overall Evaluated Bidder

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

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



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

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

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

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

AGREEMENT made as of the Twenty Six day of May
in the year Two Thousand Twenty Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
Kenton County Board of Education
1055 Eaton Drive
Ft. Wright, Kentucky 41017

and the Contractor:
(Name, legal status, address and other information)
Monarch Construction Company - A Kentucky Corporation
P.O. Box 12249 (1654 Sherman Avenue)
Cincinnati, Ohio 45212-0249.

for the following Project:
(Name, location and detailed description)
Phase 2 Addition & Renovation R.C. Hinsdale Elementary School
440 Dudley Pike, Edgewood, Kentucky 41017

The Architect:
(Name, legal status, address and other information)
Emboss Design, PSC
906 Monmouth Street
Newport, Kentucky, 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
Phase 1A	July 30, 2025
Phase 3	May 22, 2026
Final Project	December 18, 2026

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

Liquidated Damages: As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of three-thousand dollars (\$ 3000.00), 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
Thirteen million seven hundred forty-five thousand five hundred forty-six dollard and seventy-four cents (\$ 13,745,546.74), 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	\$ 18,674,000.00
Sum of Accepted Alternates	\$ 20,000.00
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$ 18,694,000.00
Sum of Owner’s direct Purchase Orders	\$ 4,948,453.26.
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 13,745,546.74

§ 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
Alt. Bid No. 2	B.O.D. Door Hardware	\$1,000.00
Alt. Bid No. 3	Preferred HVAC Controls	\$0
Alt. Bid No. 4	Add acoustic wall panels in Gym	\$13,000.00
Alt. Bid No. 5	Provide 4" water service line in lieu of 3"	\$6000.00
	Total of Alternates	\$20,000.00

§ 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.)

See attached "UNIT PRICES" included in the "Form of Proposal" - Attachment D

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

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

See Attachment "A"

Item	Price
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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

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

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

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

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

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

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

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

§ 5.2 FINAL PAYMENT

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

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

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

§ 6.2 BINDING DISPUTE RESOLUTION

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

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

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007 — KDE Version
- ☐ Litigation in a court of competent jurisdiction where the Project is located
- ☒ Other: *(Specify)*
Non-binding arbitration 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)

Matt Rigg
Kenton County Board of Education
1055 Eaton Dr
Ft. Wright, KY 41017

O: 859-344-8888
E: matthew.rigg@kenton.kyschools.us

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

Martin A. Meisberger, President
Monarch Construction Company - A Kentucky Corporation
P.O. Box 12249 (1654 Sherman Avenue)
Cincinnati, Ohio 45212-0249

O: 513-351-6900
E: mmeisberger@monarchconstruction.cc

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§ 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.)

Supplementary General Conditions, six (6) pages, included in Volume 1 of 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 Attachment "B"

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

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

See Attachment "C"

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

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

Number	Date	Pages
Addendum No. 1	03/18/2025	91
Addendum No. 2	03/24/2025	42
Addendum No. 3	04/02/2025	137
Addendum No. 4	04/09/2025	16
Addendum No. 5	04/10/2025	8

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

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

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

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.2 Other documents, if any, listed below:

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

- A. AIA Document A701–1997, Instructions to Bidders — KDE Version
- B. Contractor’s Form of Proposal
- C. KDE Purchase Order Summary Form

ARTICLE 10 INSURANCE AND BONDS

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

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

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)

Section 4.4
Attachment “A”
Allowances

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Quantity allowances.
 - 2. Contingency allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
 - 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Allowance.
- C. Any quantity allowance not used shall be credited back to the Owner at the higher unit price listed in the Form of Proposal under unit prices.
 - 1. The Contractor shall maintain accurate records of any and all quantity allowances.

1.8 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit as established in Kentucky Department of Education regulations.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.9 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.

4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Quantity Allowance: Include undercutting, disposing off-site, backfilling, and compacting 6,800 SF of fatty clay, 48" deep, below the subgrade of the building. Material used for backfill shall be suitable to achieve the required compaction/bearing capacity for footings and slab-on-grade.
 1. Coordinate quantity allowance with unit-price requirement in the Form of Proposal
- B. Allowance No. 2: Quantity Allowance: Include 4,000 cubic yards of undercutting unsatisfactory soil, disposing off-site, replacing with satisfactory soil material from off-site, backfilling, and compacting.
 1. Coordinate quantity allowance with unit-price requirement in the Form of Proposal.
- C. Allowance No. 3: Quantity Allowance: Include undercutting of proposed subgrade at 34,000 SF of paved area to a depth of 12". Install biaxial or triaxial geogrid and 12" of compacted crushed stone per Geotechnical Report.
 1. Coordinate quantity allowance with unit-price requirement in the Form of Proposal.
- D. Allowance No. 4: Quantity Allowance: Include over-excavation and lean concrete backfill quantity of 200 cubic yards.
 1. Coordinate quantity allowance with unit-price requirement in the Form of Proposal.

- E. Allowance No. 5: Quantity Allowance: Include 100 SF of selective removal and patching of wood athletic flooring system the gymnasium to replace unsatisfactory or failing flooring/subfloor areas. This quantity allowance is in addition to areas identified on the drawings to be patched/replaced.
 - 1. Coordinate quantity allowance with unit-price requirement in the Form of Proposal.
- F. Allowance No. 6: Quantity Allowance: Include 100 LF of tuckpointing of existing brick masonry. This quantity allowance is in addition to areas identified on the drawings to be tuckpointed.
 - 1. Coordinate quantity allowance with unit-price requirement in the Form of Proposal.
- G. Allowance No. 7: Quantity Allowance: Include replacement of a quantity of 50 brick in existing brick masonry walls. Allowance shall include selective removal and patching with new. This quantity allowance is in addition to brick replacement identified on the drawings.
 - 1. Coordinate quantity allowance with unit-price requirement in the Form of Proposal.
- H. Allowance No. 8: Quantity Allowance: Include 30 LF of sawcut joint and installation of new sealant at existing brick masonry control joints. This quantity allowance is in addition to locations identified on the drawings.
 - 1. Coordinate quantity allowance with unit-price requirement in the Form of Proposal.
- I. Allowance No. 9: Contingency Allowance: Include \$250,000 for chemical stabilization of high plasticity fat clay soils encountered outside the building pad using lime kiln dust (LKD). Application rate of LKD to be determined by Owner's geotechnical engineer.
- J. Allowance No. 10: Contingency Allowance: Include \$80,000 for the investigation and potential installation of an Emergency Responder Radio Coverage System (ERRCS), which includes all head end equipment, such as Bi-Directional Amplifiers (BDA) or Distributed Antenna Systems (DAS).
 - 1. This allowance covers the cost of conducting a comprehensive survey to determine the need for an ERRCS, assessing the current radio signal strength within the building, and identifying any areas with insufficient coverage. Should the investigation determine that an ERRCS is required, this allowance will cover the design and installation of the system, including all necessary equipment, such as BDAs, DAS components, antennas, cabling, and power supplies. The system will be installed in accordance with FCC and IFC requirements, and the building will be tested post-installation to ensure adequate signal strength. Any necessary adjustments will be made to optimize performance.
- K. Allowance No. 11: Contingency Allowance: Include \$15,000 for miscellaneous moves, adds and/or changes to the plumbing systems which may occur.
- L. Allowance No. 12: Contingency Allowance: Include \$20,000 for miscellaneous moves, adds and/or changes to the mechanical systems which may occur.
- M. Allowance No. 13: Contingency Allowance: Include \$20,000 for miscellaneous moves, adds and/or changes to the electrical systems which may occur.
- N. Allowance No. 14: Contingency Allowance: Include \$30,000 for tracing and demolition of abandoned unidentified wiring to clean up above the ceiling. This allowance includes low

voltage, IT, security, and electrical wiring. miscellaneous moves, adds and/or changes to the plumbing systems which may occur.

- O. Allowance No. 15: Contingency Allowance: Include \$30,000 for replacement of underslab piping.
- P. Allowance No. 16: Contingency Allowance: Include \$20,000 for General Building Permit fee. All other permit fees (HVA, sprinkler, plumbing, etc.) shall be included in the bid.
- Q. Allowance No. 17: Referencing keynote E41 on sheet E101A. Provide Allowance of (30) extra stainless steel cover plates for miscellaneous receptacles and light switches. All cover plates should match and be stainless steel.
- R. Allowance No. 18: Reference General Note #3 on sheet AS200 issued in addendum #3. Provide (1) additional 12"X18" signs (including installation) not noted on the Architectural Site Plan.

END OF SECTION 012100

Section 9.1.4
Attachment “B”
Specifications List

CONTRACT ATTACHMENT "B"

Addition & Renovation
R.C. Hinsdale Elementary School
Kenton County School District

Project No. 24-046
Issued for Bidding: March 2025
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Bidding Requirements

- Legal Notice, Advertisement for Proposals
- Instructions to Bidders (AIA A701 1997 Kentucky Department of Education Version)
- Supplementary Instructions to Bidders
- 001153 Qualification of Bid Proposal
- Contractor's Qualification Statement (AIA A305, 1986)
- Sample Form: KDE Purchase Order and Conditions (2013 Kentucky Department of Education)

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)

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CONTRACT ATTACHMENT "C"

Addition & Renovation
R.C. Hinsdale Elementary School
Kenton County School District

Project No. 24-046
Issued for Bidding: March 2025
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DRAWING LIST EXHIBIT A

VOLUME NO. 1

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FIRE PROTECTION

FP001	FIRE PROTECTION LEGEND
FP002	FIRE PROTECTION PHASING PLAN

FP100 BASEMENT - FIRE PROTECTION PLAN
FP101A LEVEL 1 - FIRE PROTECTION PLAN - AREA A
FP101B LEVEL 1 - FIRE PROTECTION PLAN - AREA B
FP101C LEVEL 1 - FIRE PROTECTION PLAN - AREA C
FP101D LEVEL 1 - FIRE PROTECTION PLAN - AREA D
FP101E LEVEL 1 - FIRE PROTECTION PLAN - AREA E
FP200 FIRE PROTECTION DETAILS

KITCHEN EQUIPMENT

QF100 FOODSERVICE FLOOR PLAN
QF200 FOODSERVICE EQUIPMENT LIST & UTILITY SCHEDULE
QF300 ELECTRICAL SCHEDULE, NOTES & DETAILS
QF400 PLUMBING, SCHEDULE, NOTES & DETAILS
QF600 FOODSERVICE EQUIPMENT ELEVATIONS
QF700 KH-1 EXHAUST HOOD PLAN & DETAILS
QF701 KEF-1 EXHAUST FAN & MAU-1 MAKE-UP AIR UNIT PLANS & DETAILS
QF702 KH-2/KEF-2 DISHWASHER HOOD & EXHAUST FAN PLAN & DETAILS

END OF EXHIBIT A – DRAWING LIST

Section 4.3
Attachment “D”
Unit Prices

LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:

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

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

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

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

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
✓ 1.	042000 Decorative Ground Face CMU	DIVISION 4	GRAND BLANC
✓ 2.	042000 Face Brick	DIVISION 4	GLEN - GERY
✓ 3.	072726 Fluid Applied Air Barrier	RL WURZ	PROSOCCO
✓ 4.	074213.23 Metal Composite Material Wall and Soffit Panels	DIVISION 7 METALS	ALCOTEX
✓ 5.	075216 Modified Bit Roofing	MUELLER ROOFING	SOPREMA
✓ 6.	084113 Aluminum Framed Entrances and Storefronts	HEMMS	KAWNEER NORTH AMERICA
✓ 7.	087100 Door Hardware - Panic Devices	LA FORCE	VON DUPRIN
✓ 8.	087100 Door Hardware - Closers	LA FORCE	LCN
✓ 9.	087100 Door Hardware - Locksets	LA FORCE	SCHLAGE
✓ 10.	087100 Door Hardware - Hinges	LA FORCE	IVES
✓ 11.	087100 Door Hardware - Cylinders	LA FORCE	SCHLAGE
✓ 12.	095113 Acoustical Panel Ceilings	INTERIOR SUPPLY	ARMSTRONG
✓ 13.	114810 Scoreboards	ADP LEMCO	DAKTRONICS
✓ 14.	126600 Telescoping Stands	IRWIN	VERSATARGET
15.	223400 Domestic Water Heater	FERGUSON	STATE
16.	224000 Plumbing Trim (Faucets)	FERGUSON	AMERICAN STANDARD
17.	224000 Drinking Fountain / Bottle Filling Station	FERGUSON	ELKAY
✓ 18.	230923 DDC for HVAC	SIEMENS	SIEMENS

	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY (to be filled out by the Architect or Contractor)	SUPPLIER (to be filled out by the Contractor)	MANUFACTURER (to be filled out by the Contractor)
19.	260526 Grounding Hardware	ECHO ELECTRK	ERICO / SOUTHWIRE / INSCO
20.	262416 Panelboards	ECHO	ABB / GE
21.	264300 Surge Suppression	ECHO	ABB / GE
22.	265000 Interior Lighting	ECHO	ACUTY / LITHONIA
23.	265000 Exterior Lighting	ECHO	ACUTY / LITHONIA
24.	281643 – Access Control System	TURNKEY TECHNOLOGY	PS2
25.	282300 – Video Surveillance System	TURNKEY TECHNOLOGY	HANWHA / SALIENT
26.	284613 – Fire Alarm System	SIEMENS	SIEMENS
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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.

	WORK (to be filled out by the Architect)	PRICE / UNIT (to be filled out by the Contractor)	UNIT (to be filled out by the Contractor)
1.	Undercutting, disposing, backfilling and compacting 6,800 SF of fatty clay area 48" deep below the sub-grade of the addition.	32.00	CY
2.	Undercutting, disposing, backfilling and compacting 4,000 C.Y. of unsatisfactory soil.	32.00	CY
3.	Undercutting, installing geogrid and 12" of compacted crushed stone under 34,000 SF of paved area.	72.00	CY
4.	200 CY of over-excavation and lean concrete backfill	170.00	CY
5.	100 SF selective removal and patching of wood athletic flooring	125.00	SF
6.	100 LF tuckpoint of existing brick masonry	9.00	LF
7.	50 bricks selective removal and patching at existing brick masonry walls	30.00	BRICK
8.	30 LF sawcut and seal at existing brick masonry control joints	80.00	LF
9.	(1) existing 4" cleanout removed and a 4" plumbing cleanout installed in same location	400.00	EACH
10.	(1) 300' geothermal well, complete	8,500	EACH
11.	(1) LF of 6" steel welded piping, installed, with insulation and hanger	175.00	LF
12.	(1) LF of 12" x 12" ductwork, installed, with insulation and hanger	275.00	LF
13.	(1) 12" x 12" fire damper, installed	285.00	EACH
14.	(1) 20-amp receptacle with 100' run of wire in conduit	900.00	EACH
15.	(1) existing 4" cleanout removed and a 4" plumbing cleanout installed in same location	400.00	EACH
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