

Kentucky Department of Education Version of **AIA** Document A141™ – 2004

Standard Form of Agreement Between Owner and Design-Builder



This version of AIA Document A141™–2004 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A141–2004 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A141–2004 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 A141™–2004, Standard Form of Agreement Between Owner and Design-Builder — KDE Version," or "AIA Document A141™–2004 — KDE Version."

Kentucky Department of Education Version of AIA Document A141™ – 2004

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 5th day of May
in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Menifee County Board of Education,
P.O. Box 110
Frenchburg, Ky 40322

and the Qualified Provider:

(Name, legal status, address and other information)

Schuller Hardware
1032 Rushwood Ct.
Lexington Ky 40511

for the following Project:

(Name, location and detailed description)

MCHS Door Replacement



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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Qualified Provider agree as follows.

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Version of AIA Document A141™–2004. Copyright © 2014 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on _____ under license number _____, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

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ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents form the Guaranteed Energy Savings Contract. The Contract Documents consist of this Agreement between Owner and Qualified Provider (hereinafter, the "Agreement") and its attached Exhibits, including Owner's direct Purchase Orders, if any; Supplementary and other Conditions; Addenda issued prior to execution of the Agreement; the Project Criteria, including changes to the Project Criteria proposed by the Qualified Provider and accepted by the Owner, if any; the Qualified Provider's Proposal and written modifications to the Proposal accepted by the Owner, if any; other documents listed in this Agreement; and Modifications issued after execution of this Agreement. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Owner, (2) between the Owner and a Contractor or Subcontractor, or (3) between any persons or entities other than the Owner and Qualified Provider, including but not limited to any consultant retained by the Owner to prepare or review the Project Criteria. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

§ 1.2 The Guaranteed Energy Savings Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.3 The Guaranteed Energy Savings Contract may be amended or modified only by a Modification. A Modification is (1) a written amendment to the Guaranteed Energy Savings Contract signed by both parties.

ARTICLE 2 THE WORK OF THE GUARANTEED ENERGY SAVINGS CONTRACT

§ 2.1 The Qualified Provider shall fully execute the Work described in the Contract Documents, except to the extent 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 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 Work, the Owner requires time to sell bonds or obtain approval from the Kentucky Department of Education The Owner's time requirement shall be as follows:

(Insert Owner's time requirements.)

§ 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.

(Insert an amount, if any, for liquidated damages relating to failure to complete on time only if timely completion is critical to the Owner.)

§ 3.2.1 Liquidated Damages. As actual damages for delay in completion of the Work are impossible to determine, the Qualified Provider and his Surety shall be liable for and shall pay to the Owner the sum of

(\$),

not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Work is substantially completed as defined in Exhibit A, Section A.9.8. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Qualified Provider, 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.

§ 3.3 The Qualified Provider shall achieve Substantial Completion of the Work not later than

() 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. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)

Portion of Work

Replacement of Exterior Doors

Substantial Completion Date

8/1/25

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Qualified Provider the Contract Sum in current funds for the Qualified Provider's performance of the Guaranteed Energy Savings Contract. The Contract Sum shall be a Stipulated Sum in accordance with Section 4.2 below less the Owner's Direct Purchase Orders, if any, for Project materials or equipment.

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§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be

(\$ **43,501.85**), subject to additions and deductions as provided in the Contract Documents.

(List the total construction cost and sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders.)

	Amount
Total Construction Cost	\$ 43,501.85
Sum of Owner's direct Purchase Orders	\$
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$ 43501.85

§ 4.2.2 (Not Used)

§ 4.2.3 (Not Used)

§ 4.2.4 (Not Used)

§ 4.2.5 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Qualified Provider, the Owner shall make progress payments on account of the Contract Sum to the Qualified Provider 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 not later than the **15th** day of month, the Owner shall make payment to the Qualified Provider not later than the **15th** day of the **following** month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than (**30**) days after the Owner receives the Application for Payment.

- .1 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 Qualified Provider within forty-five (45) business days following the receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Qualified Provider beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law, or as stated in Section 7.7.2 herein.

§ 5.1.4 (Not Used)

§ 5.1.5 With each Application for Payment the Qualified Provider shall submit the most recent schedule of values in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services shall be shown separately. The schedule of values shall

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§ 5.1.6 In taking action on the Qualified Provider's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Qualified Provider and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 5.1.4 or 5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Qualified Provider has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

§ 5.2 Progress Payments—Stipulated Sum

§ 5.2.2 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- § 5.2.3** The progress payment amount determined in accordance with Section 5.2.2 shall be further modified under the following circumstances:

- § 5.2.4 Reduction or limitation of retainage, if any, under Sections 5.2.2 and 5.2.3 shall be as follows:**

- § 5.3 (Not Used)**

§ 5.4 (Not Used)

§ 5.5 Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Qualified Provider no later than 30 days after the Qualified Provider has fully performed the Contract, including the requirements in Section A.9.10 of Exhibit A, Terms and Conditions, except for the Qualified Provider's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 The parties appoint the following individual to serve as a Neutral pursuant to Section A.4.2 of Exhibit A, Terms and Conditions:

(Insert the name, address and other information of the individual to serve as a Neutral. If the parties do not select a Neutral, then the provisions of Section A.4.2.2 of Exhibit A, Terms and Conditions, shall apply.)

§ 6.2 If the parties do not resolve their dispute through mediation pursuant to Section A.4.3 of Exhibit A, Terms and Conditions, the method of binding dispute resolution shall be the following:

(If the parties do not select a method of binding dispute resolution, then the method of binding dispute resolution shall be by litigation in a court of competent jurisdiction. Check one.)

- ☒ Arbitration pursuant to Section A.4.4 of Exhibit A, Terms and Conditions
- ☐ Litigation in a court of competent jurisdiction where the Project is located
- ☐ Other: *(Specify)*

§ 6.3 Arbitration

§ 6.3.1 If Arbitration is selected by the parties as the method of binding dispute resolution, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration as provided in Section A.4.4 of Exhibit A, Terms and Conditions.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 The Architect, other design professionals and consultants engaged by the Qualified Provider shall be persons or entities duly licensed to practice their professions in the jurisdiction where the Project is located and are listed as follows:
(Insert name, address, license number, relationship to Qualified Provider and other information. Either list this information here or refer to an exhibit attached to this Agreement.)

Name and Address	License Number	Relationship to Qualified Provider	Other Information
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See attached Quote

§ 7.2 Consultants, if any, engaged directly by the Owner, their professions and responsibilities are listed below:
(Insert name, address, license number, if applicable, and responsibilities to Owner and other information. Either list this information here or refer to an exhibit attached to this Agreement.)

Name and Address	License Number	Responsibilities to Owner	Other Information
N/A			

§ 7.3 Separate contractors, if any, engaged directly by the Owner, their trades and responsibilities are listed below:
(Insert name, address, license number, if applicable, responsibilities to Owner and other information. Either list this information here or refer to an exhibit attached to this Agreement.)

Name and Address	License Number	Responsibilities to Owner	Other Information
N/A			

§ 7.4 The Owner's Designated Representative:
(Insert name, address and other information.)

Lorri Bartley, Chief Financial Officer

§ 7.4.1 The Owner's Designated Representative identified above shall be authorized to act on the Owner's behalf with respect to the Project.

§ 7.5 The Qualified Provider Designated Representative:
(Insert name, address and other information.)

§ 7.5.1 The Qualified Provider's Designated Representative identified above shall be authorized to act on the Qualified Provider's behalf with respect to the Project.

§ 7.6 Neither the Owner's nor the Qualified Provider's Designated Representative shall be changed without ten days written notice to the other party.

§ 7.7 Other provisions:
(The Qualified Provider shall comply with the provisions of KRS 45A.352 (2), (3), (7), (8) and (9). The definitions in KRS 45A.445 apply to KRS 45A.352.)

§ 7.7.1 Where reference is made in this Agreement to a provision of another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.7.2 Payments due and unpaid under the Guaranteed Energy Savings Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Qualified Provider's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

ARTICLE 8 ENUMERATION OF THE CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed edition of the AIA Document A141–2004, Standard Form of Agreement Between Owner and Design-Builder — KDE Version.

§ 8.1.2 The Supplementary and other Conditions of the Agreement, if any, are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Exhibit A	Terms and Conditions	
Exhibit B (Not Used)		
Exhibit C	Insurance and Bonds	
Exhibit D	Scope of Services and Energy Conservation Measures.	
Exhibit E	Energy Savings Guarantee	
Exhibit F	Annual Reconciliation Statement	
Exhibit G	Support Services	
Exhibit H	BG-1 Form and Method and Cost of Financing	

§ 8.1.3 The Project Criteria, including changes to the Project Criteria proposed by the Qualified Provider, if any, and accepted by the Owner, consist of the following:
(Either list applicable documents and their dates below or refer to an exhibit attached to this Agreement.)

Title	Date
-------	------

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§ 8.1.10 Other documents, if any, forming part of the Guaranteed Energy Savings Contract Documents are as follows:
(Either list applicable documents below or refer to an exhibit attached to this Agreement. List other Exhibits, including Owner's Direct Purchase Orders utilizing the KDE Purchase Order Summary Form, if any.)

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

OWNER (Signature)

Timothy D. Spencer, Superintendent
(Printed name and title)

QUALIFIED PROVIDER (Signature)

(Printed name and title)

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/

§ 8.1.4 The Qualified Provider's Proposal, dated
consists of the following:

(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

See Attached

§ 8.1.5 Amendments to the Qualified Provider's Proposal, if any, are as follows:

(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

NONE

§ 8.1.6 The Addenda, if any, are as follows:

(Either list applicable documents below or refer to an exhibit attached to this Agreement.)

Number

Date

Pages

§ 8.1.7 Exhibit A, Terms and Conditions.

(If the parties agree to substitute terms and conditions other than those contained in AIA Document A141-2004, Exhibit A, Terms and Conditions — KDE Version, then identify such terms and conditions and attach to this Agreement as Exhibit A.)

§ 8.1.8 (Not Used)

§ 8.1.9 Exhibit C, Insurance and Bonds, if applicable.

(Complete AIA Document A141-2004, Exhibit C, Insurance and Bonds — KDE Version or indicate "not applicable.")

Init.

Quote



1032 Rushwood Ct
Lexington, Kentucky 40511
Tel: 859-233-4427 Fax: 859-253-2831

Quote # : **162604**
Quote Date : **Dec 23, 2024**
Expiration Date : **Feb 14, 2025**

Customer:

(SB) Menifee County School District
P O Box 110
Fenchburg, Kentucky 40322

Ship To:

(SB) Menifee Court School District
P O Box 110
Fenchburg, Kentucky 40322

Tel: 606-768-8002 Fax: 606-768-8050

Account Code : 11715
Terms : NET30
Customer Job # : KPC
Salesperson : (SB) Deb French
Order Name : New Doors & Hardware Menifee HS Door # 1, 16, 14, 15, 13, 2
Purchase Order # :
Shipped Via : Install Delivery

Install Quote for New Doors & Hardware at Menifee County High School Door # 1, 16, 14, 15, 13 and 2
Lorri Bartley

Qty	Product Description	Unit Price	Extended Price
2	3070 1-3/4 HM 707S 16 A60 FNV4 STY RHR (CL; G11F; H453; 4" x 34" CLR_LAM_1/4") Door 1 Door 16	1,044.61	2,089.22
2	3070 1-3/4 HM 707S 16 A60 FNV4 STY LHR (CL; G11F; H453; 4" x 34" CLR_LAM_1/4") Door 1 Door 16	1,044.61	2,089.22
10	Hinges ECBB1103 4 1/2 x 4 1/2 NRP US32D BB1199 Door 1 (5) Door 16 (5)	43.69	436.90
2	Hinge BB1199 4 1/2 X 4 1/2 NRP ETW-8 US32D Door 1 Door 16	224.03	448.06
2	Exit Device 3RO MLR 2103 X 1703A 1-3/4" 36" SNB (2) RHR 630 List Price \$4,218.00 Door 1 Door 16	1,792.65	3,585.30
2	Exit Device 3RO 2102 X 1702A 1-3/4" 36" SNB (2) LHR 630 List Price \$2,856.00 Door 1 Door 16	1,213.80	2,427.60
2	Removable Mullion KR822 MCS 689 List Price \$2,137.00 Door 1 Door 16	908.23	1,816.46
2	Rim Cylinder 12E-72 L/C RP S2 626 List Price \$99.00 Door 1 Door 16	42.08	84.16

Quote



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Lexington, Kentucky 40511
Tel: 859-233-4427 Fax: 859-253-2831

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Salesperson : (SB) Deb French

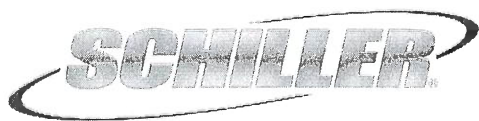
Order Name : New Doors & Hardware Menifee HS Door # 1, 16, 14, 15, 13, 2

Purchase Order # :

Shipped Via : Install Delivery

Qty	Product Description	Unit Price	Extended Price
2	Rim Cylinder 12E-72 L/C R704 S2 626 List Price \$109.00 Door 1 Door 16	46.33	92.66
4	Closer HD8016 AF80P SN134 689 List Price \$683.00 Door 1 (2) Door 16 (2)	290.28	1,161.12
4	Door Sweep 200 NA 36" SMS-TEKS 6 X 3/4" Door 1 (2) Door 16 (2)	15.34	61.36
2	Saddle Threshold 425 72" PA AL Door 1 Door 16	75.98	151.96
2	Gasketing 160 V 1 x 72" 2 x 84" SMS-TEKS 6 X 3/4" Door 1 Door 16	42.18	84.36
2	Power Supply RPSMLR2 List Price \$699.00 Door 1 Door 16	297.08	594.16
2	Exit Device 3RO MLR 2103 X 1703A 1-3/4" 36" SNB (2) RHR 630 List Price \$4,218.00 Door 14 Door 15	1,792.65	3,585.30
2	Exit Device 3RO 2102 X 1702A 1-3/4" 36" SNB (2) LHR 630 List Price \$2,856.00 Door 14 Door 15	1,213.80	2,427.60
2	Removable Mullion KR822 MCS 689 List Price \$2,137.00 Door 14 Door 15	908.23	1,816.46
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Quote



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Fenchburg, Kentucky 40322

Tel: 606-768-8002 Fax: 606-768-8050

Account Code : 11715
Terms : NET30
Customer Job # : KPC
Salesperson : (SB) Deb French
Order Name : New Doors & Hardware Menifee HS Door # 1, 16, 14, 15, 13, 2

Purchase Order # :
Shipped Via : Install Delivery

<u>Qty</u>	<u>Product Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
12	Filler Plate HF-45 PC (Door Filler) Door 14 (6) Door 15 (6)	3.48	41.76
1	Lockset 45H-7D15H L/C RHR 630 List Price \$1,317.00 Door 13	559.73	559.73
1	Electric Strike 1006CS 630 Door 13	506.15	506.15
1	Continuous Hinge A570HDC 83 Door 2	109.37	109.37
118	Sonny Greer Const PROJECT INSTALLATION MA Labor Rate	105.00	12,390.00

Pre-Tax Total : 43,501.85
KY000 - Kentucky State Tax : 0.00
Quote Total : 43,501.85

The above prices are quoted subject to acceptance within 15 days and credit approval by an officer of our company. BEYOND 15 DAYS this quote is not guaranteed. Manufacturer's surcharges will be in addition. State and local taxes are not included unless specifically noted. Full amount of invoice due when rendered--retainage not acceptable. On shipments made by common carrier consigned to the customer, all claims for damages in transit must be filed by consignee. We do not include cost of unloading, storage or protection of material at jobsite.

Quote



1032 Rushwood Ct
Lexington, Kentucky 40511
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4	Door Sweep 200 NA 36" SMS-TEKS 6 X 3/4" Door 14 (2) Door 15 (2)	15.34	61.36
2	Saddle Threshold 425 72" PA AL Door 14 Door 15	75.98	151.96
2	Gasketing 160 V 1 x 72" 2 x 84" SMS-TEKS 6 X 3/4" Door 14 Door 15	42.18	84.36
2	Power Supply RPSMLR2 List Price \$699.00 Door 14 Door 15	297.08	594.16
4	Continuous Hinge A570HDC 83 Door 14 Door 15	109.37	437.48
2	Keedex Armored Door Loop K-DL3 K-DL38A18 Door 14 Door 15	48.62	97.24
2	3070 1-3/4 HM 707S 16 A60 FNV4 STY RHR (CL; G11F; 4" x 34" CLR_LAM_1/4") Door 14 Door 15	1,044.61	2,089.22
2	3070 1-3/4 HM 707S 16 A60 FNV4 STY LHR (CL; G11F; 4" x 34" CLR_LAM_1/4") Door 14 Door 15	1,044.61	2,089.22